

DEME Queries No. 2
Received on 30-12-2025

Item	Reference	DEME Query	NDMS Response
1.	Package A & B Personal Various	<p>There are different mentions of personnel in the document:</p> <ul style="list-style-type: none"> Appendix B: Evidence of Bidder's Capability (Items 9, 10) specifically asks for "names, qualifications, resumes of key personnel (Dredge Master, Chief Engineer, Hydrographer Cat A/B)," as well as information on permanent staff strength and the number of qualified marine engineers, dredge operators, and hydrographers. Technical Specifications, Section 14.1.6 (Manning Requirements) lists the minimum crew and key roles required for the project. ITB 8.1(g) states that the technical proposal must include "crew/operational personnel qualifications." Schedule D (Organisation Chart) is not explicitly listed in Appendix B or ITB 8.1 (Technical Proposal). The functions mentioned seem to overlap with the functions that NDMS will place on the work (like Project Manager, Project Engineer, QHSE officers) Appendix J (Dredging Superintendent) is not explicitly listed in Appendix B or ITB 8.1 (Technical Proposal) Tender addendum one confirms we should also supply a project engineer to the employer. To our understanding, for Package A and B besides the TSHD crew, we should only provide on a daily rate a Project Engineer, a Dredging Superintendent and a survey team/boat for internal surveys, all other functions (project 	<p>I. Contractor/Owner has to provide certified, competent and experienced TSHD crew and staff associated with his area of responsibility for Package A and B.</p> <p>II. Contractor/Owner has to arrange/provide Survey Boat with certified, competent and experienced crew and a hydrographic Surveyor having Cat A or B qualification for conducting at least 03 joint surveys (Owner & NDMS) in 10 days to monitor progress of dredging works for Package A and B. The Survey Boat should be fitted with IHO S-44 compliant MBES and licensed survey software HYSWEEP should be available for data processing. Survey Assistant will be provided by the NDMS.</p> <p>III. Survey Boat and crew for joint (Owner, NDMS & Port) Pre & Post and Interim surveys for the measurement of dredged quantities/volume will be arranged by NDMS for Package A and B.</p> <p>IV. Contractor/Owner has to provide services of a certified and experienced Project Engineer and a Dredging Superintendent to NDMS on a daily rate for Package A and B.</p> <p>V. Project Manager, QA/QC Officer, and HSE Officer</p>

		<p>manager, QA-QC officers, HSE officers) to be provided by NDMS Can you please confirm?</p>	<p>will be provided by NDMS. Contractor/Owner has to provide services of a certified and experienced Project Engineer and a Dredging Superintendent to NDMS on a daily rate for Package A and B.</p>
2.	Package A&B Bill of quantities A Personnel	<p>Since survey scope is part of package C, can employer confirm if this table has to be filled in? Should we fill in this table also the daily rates for the functions we have to supply to employer (see previous questions)? We propose Employer re-issues the correct table for submission.</p>	<p>I. Contractor/Owner has to arrange/provide Survey Boat with certified, competent and experienced crew and a Hydrographic Surveyor having Cat A or B qualification for conducting at least 03 joint surveys (Owner & NDMS) in 10 days to monitor progress of dredging works for Package A and B. The Survey Boat should be fitted with IHO S-44 compliant MBES and licensed survey software HYSWEEP should be available for data processing. Survey Assistant will be provided by the NDMS.</p> <p>II. Survey Boat and crew for joint (Owner, NDMS & Port) Pre & Post and Interim surveys for the measurement of dredged quantities/volume will be arranged by NDMS for Package A and B.</p>
3.	Package A&B&C Queries and responses Addendum 1 received on 26/12/25	<p>We thank the Employer for the revision of the PKR-USD split from 50-50 to 40-60. However, as mentioned during the pre-bid meeting on 19/12/25, the actual cost for the charter of a European flagged vessel is rather between 20-30% PKR and 80-70% USD.</p>	<p>NDMS has already change from 50:50 to USD 60:40 PKR vide addendum no. 1 issued on 26 Dec 2025.</p> <p>There will be no further change to the payment ratio.</p>

		<p>We therefore respectfully ask the Employer to review the PKR-USD split to at least 30-70% to allow us to put the most competitive bid on the table, as for foreign companies it is not possible to export PKR's not used in the country.</p>	
4.	<p>Package A&B&C</p> <p>Minutes of pre-bid meeting 19/12/25</p> <p>general clarifications</p>	<p>It is stated that alternative offers shall not be accepted.</p> <p>This is in contradiction with provision IB.33 where alternate proposals are allowed.</p> <p>Please clarify if alternate proposals are allowed or not.</p>	<p>The Bidding Documents require that all Bidders shall submit a fully compliant Bid strictly in accordance with the Bidding Documents. Any Bid that is partial, incomplete, conditional, contingent, or submitted on an alternative basis shall be treated as non-responsive and liable to rejection.</p> <p>Clause IB.33 does not permit alternate or conditional bids in lieu of a compliant Bid. It only allows submission of an Alternate Proposal in addition to a fully compliant Bid, and not as a substitute to it. The Form of Bid and all commercial terms shall strictly correspond to the compliant Bid and shall not include, rely upon, or be linked to any alternate option.</p> <p>Any Alternate Proposal, if submitted, shall be considered only in respect of the highest-ranked qualified Bidder and solely at the discretion of the Employer, as provided in IB.33.2. The Employer is under no obligation to accept any such Alternate Proposal.</p> <p>Accordingly:</p> <ul style="list-style-type: none"> Only fully compliant Bids shall be evaluated and ranked.

			<ul style="list-style-type: none"> • Alternate proposals are not permitted as a basis for bidding. • Any alternate option may be considered only after ranking and only for the highest-ranked Bidder, entirely at the Employer's discretion.
5.	Package A&B&C IB 8.1.d documents comprising the bid	Can you please clarify what is intended under proposed work support arrangements?	<p>It is IB 8.1m</p> <p>The work support arrangements should contain contractual clarity, safety management, environmental compliance, logistics, and performance monitoring which should include but not limited to following:</p> <ol style="list-style-type: none"> 1. It should clearly outlined tasks, project deadlines, and performance metrics. 2. Ensure that the TSHD is well-maintained, with regular checks and readiness for dredging operations. Availability of necessary equipment (e.g., pumps, hoses, and survey equipment) should be confirmed prior to operations. 3. The crew is certified, experienced, and familiar with the operational and safety protocols of TSHD. Staffing levels should meet operational demands, including dredging, navigation, and maintenance roles. 4. Implementation of robust safety management system tailored for dredging operations. 5. Conducting regular safety drills and training sessions for crew to handle emergencies, including spill response and equipment

			<p>failure. Adherence to an environmental management plan to minimize the environmental impact of dredging activities (e.g., controlling turbidity, managing sediment). Compliance with local and international regulations.</p> <p>6. Logistical arrangements for support services, including fuel supply, provisions, and maintenance support.</p> <p>7. Communication plan for regular updates between the charterer and the TSHD.</p> <p>8. Monitoring of KPIs to assess the efficiency and effectiveness of dredging operations.</p> <p>9. Emergency Response Plan for potential incidents such as grounding, spillage, or equipment failure. Availability of emergency equipment and supplies (e.g., spill kits, first-aid) are readily available on the vessel.</p>
6.	Blank	No question	
7.	Package A&B&C Extension of time	<p>We thank you for the swift answers to our questions, but we respectfully would like to re-iterate our request for extension of time and grant us at least 2 weeks additional time to prepare our offer due to festive season in Europe and the important amount of documents to be prepared for this submission. Additionally, we will also require some time to incorporate any extra information that shall be clarified by 03/01/2026 and are still waiting for the return of the custom authorities.</p>	<p>The bid submission date is extended to 11:30 am, January 15, 2026.</p> <p>There will be no further extensions.</p>
8.	Package A/B Addendum 1 IB 18.11	<p>New financial evaluation criteria have been defined. Can you confirm that the additional points should be pro-rated from the lower limit of the range (+0 points) to the upper limit</p>	<p>The evaluation and scoring of additional points will be on a pro-rata basis.</p>

		of the range (+ indicated points). For example, if offering 61% of PKR, the additional points will be $5+(10-5)/(100-61)*(61-60)=+5.13$ points?	
9.	Package A/B Addendum 1 Appendix K 1.1.71 Special provision	You mention schedule F is deleted in addendum 1, but in the original document text there is no schedule F. Can you please clarify.	Schedule F was not used and hence deleted.
10.	Package A/B Addendum 1 Appendix K 1.1.71 Special provision	<p>In addendum 1, Employer added in first Para "Without prejudice to the foregoing, in the event TSHD becomes non-operational, the Contractor shall replace the TSHD with an equivalent or superior unit within ten (10) days, at no additional cost to the Employer".</p> <p>We request to remove this addition. There are already enough provisions in the contract to penalize contractor in case of non-operationality, in 10 days it is also not possible to mobilize another vessel.</p>	<p>It is not the matter of penalization to contractor. The duration of the project is limited to only 120 days, wherein the whole work has to be completed prior to full onset of monsoon. NDMS is responsible to the Port for completion of work in stipulated time, otherwise will have to bear heavy losses.</p> <p>In case, the dredger becomes non-operational and could not perform the work for which it is hired then it has to be replaced with in short time frame. Nevertheless, 10 days be amended to read as 15 days.</p>
11.	Package A/B Form of contract	<p>As voiced during the pre-bid meeting on 19/12/25 by all bidders, the employers intends to charter TSHD's from the contractors.</p> <p>Employer clarified several times they shall be in charge of the planning of the works and the contractor shall be paid by the operational time.</p> <p>We therefore believe we should only have 1 form of contract, i.e. a time charter contract (Appendix L, or an international charter contract like BIMCO) to regulate the relationship between the two parties.</p> <p>By keeping the FIDIC form of contract in the ITT document, there are many contradictions between Appendix L (time charter) and Appendix K (fidic contract).</p>	<p>The contractual relationship between the NDMS and the successful bidder shall be governed under Time Charter Agreement available at Appendix L of RFP.</p> <p>However, the FIDIC provisions at Appendix K are the obligations which are to be performed under Time Charter Agreement.</p> <p>There is no contradiction between the two. Even otherwise Timer Charter Agreement will prevail over FIDIC provisions of agreement.</p>

		<p>Whilst it has been clarified that the Appendix L has priority over the particular conditions of the contract, it leads to unnecessary confusion by having in both templates different clauses for arbitration, for measurement of the works, for obligations and responsibilities, etc. We would again suggest to keep only appendix L or use a international charter contractor like the bimco supply time agreement.</p>	
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