NDMS

TENDER FOR PROC OF TRAILING SUCTION HOPPER DREDGER (TSHD) HOPPER CAPACITY 10,000 M^3

QUERIES RECEIVED FROM THE FIRMS & CORRESPONDING REPLIES BY NDMS

Following queries and questions were received from different firms through the emails, accordingly replies in consolidated form are uploaded for information of all the potential and interested bidders/firms.

Ser	Firm	Queries	Remarks
1.	DEA	Delivery period be extended to at least 90 days from the date of contract award.	CIF delivery be read as **within 45 x days** after SAT/FAT and acceptance by NDMS team. The vessel should be ready for SAT/FAT within 15 days after issuance of LOA.
2.		We recommend revising the specified hopper capacity from a fixed req of 10,000 m^3 or above to a more flexible range of 10,000 ±10% (9,000–11,000 m^3).	Trailing Suction Hopper Dredger (TSHD) Hopper Capacity 10,000 m^3 **(± 10%)** is agreed. Revised criteria for Technical and Financial evaluation will be modified in the tender documents, in due course of time.
3.		We further request a review of the maximum beam restriction of 22.5 meters.	Beam maximum up to **23** m is acceptable.
4.	KOSTEC	Revision in Hopper Capacity from 10,000 m^3 to 9,000 – 10,000 m^3	Trailing Suction Hopper Dredger (TSHD) Hopper Capacity 10,000 m^3 **(± 10%)** is agreed. Revised criteria for Technical and Financial evaluation will be uploaded / informed in due course of time.
5.	CVIL	Revision in Beam from 22.5m to 23.5m.	Beam maximum up to **23** m is acceptable.
6.		Delivery pd from 30 days to either of the following:- a. 18 months (FOB) b. 20 months (CIF)	CIF delivery be read as **within 45 x days** after SAT/FAT and acceptance by NDMS team.

			The vessel should be ready for SAT/FAT within 15 days after issuance of LOA.
7.	Buhi Marine	Confirmation of vessel being brand new or up to 3 years old	Brand new means Readily available i.e already newly constructed or construction being completed within a month or so with all operation worthiness formalities, otherwise used vessel of up to 5 years of age is required.
8.		Is a certificate of the vessel being brand new a mandatory responsiveness requirement, or is a Builder’s Certificate showing age ≤3 years sufficient?	OEM/Builder certificate, class certificate confirming age of the vessel is required.
9.		If used vessels are permitted, which clause governs — and will 18.9.2(e) be reconciled accordingly	Vessel with age up to 5 years is required
10.		Is the 30-day period considered practical, and what delivery events does “CIF delivery” denote (CIF is a shipment term, while the payment milestones treat arrival at Karachi as a separate event)?	CIF delivery be read as **within 45 x days** after SAT/FAT and acceptance by NDMS team. The vessel should be ready for SAT/FAT within 15 days after issuance of LOA.
11.		Will the period be extended to 90–120 days, or to the delivery schedule quoted in the bid, with time running from receipt of the advance payment?	
12.		Alternatively, is the delivery period subject to final negotiation with the successful bidder upon conclusion of the tender, as a non-price term?	-do-
13.		Missing ship-sale machinery. The GCC is silent on: passing of title and risk; warranties of encumbrance-free delivery (maritime liens, mortgages); Notice of Readiness; delivery documents (Bill of Sale, class certificates, deletion certificates); and any payment security. Every standard vessel sale contract contains these. Will they be added to the contract conditions?	The Flag Change process covers all these procedures. All such provisions or mandatory documentation would be part of the contract as standard vessel purchase procedures. Moreover, since this a two stage two envelope procedure therefore, all such provision can be made part of technical proposals during the technical evaluation, discussion and clarifications.

14.		Why not an internationally accepted standard form? For sale of a vessel: Norwegian Saleform 2012 / BIMCO SHIPSALE 22 / Nipponsale; for newbuild supply: SAJ form or BIMCO NEWBUILDCON. These forms are bankable, known to every shipowner, yard and financier, and would produce the best prices for NDMS — under the current bespoke conditions, bidders must price in legal and payment risk, and contract finalization will be protracted. Will NDMS consider adopting (or annexing) a recognized form as the delivery mechanism?	Following of PPRA rules is mandatory for the Organization under the public procurement policy.
15.		LD quantum. LDs of “1–2% of the Contract value as judged by the Authority,” plus investigation costs, with no defined trigger, no rate per period of delay and no cap, is one-sided and unpriceable. Will this be replaced with a conventional delay-LD regime (a fixed % of the undelivered portion per week, subject to an overall cap, as sole remedy for delay)?	1-2% per month of the contract value with maximum up to 10% deductions only. However, the detailed criteria for LD during the O&M period will be uploaded after the second pre bid meeting.
16.		Termination for convenience without compensation. The Employer may terminate “for any reason whatsoever,” the bidder must continue supplying “till the time of alternate arrangements,” and no compensation mechanism exists anywhere in the contract. This is unfeasible for any bidder. Will a termination compensation clause (work performed + committed costs + demobilization) and a defined, paid transition period be added?	This clause is being probably misinterpreted. This is a routine contractual clause as per standard bidding documents of PPRA containing rights both for the purchaser and seller.
17.		Warranty — the supplier polices itself. The same party gives the 24-month warranty and operates and maintains the vessel under the 3-year O&M. So when machinery fails, the party that decides whether the failure is a defect (a warranty claim against itself) or operational wear/misuse (an O&M matter) is the	Since supplier for the dredger is also responsible for the O&M of the vessel for 3 years therefore, warranty and operational maintenance spare support will be ensured by the supplier. However, NDMS reps

		supplier — investigating itself, reporting on itself, and bearing the cost either way it characterizes it. NDMS has no independent operator on board to detect and press warranty claims. Please clarify: (i) the boundary between warranty (design / material / latent defects) and O&M (wear, consumables, operational damage); (ii) who identifies, notifies and adjudicates a warranty claim when the warrantor is also the operator — will an independent surveyor or an NDMS representative on board make that determination; and (iii) whether warranty repairs are at supplier's cost in addition to, not out of, the O&M price.	/ inspectors will be available at ship for the purpose.
18.		Will NDMS agree to international arbitration consistent with global standards — e.g. ICC Rules, seat DIFC (Dubai) or LMAA London? If domestic arbitration must be retained, will the clause at least provide for two arbitrators — one appointed by each party (with an umpire in case of disagreement, as the Arbitration Act 1940 itself contemplates) — rather than a single arbitrator, so that neither party controls the tribunal?	No, arbitration will be as per the tender documents.
19.		In which currency is the 3-year O&M/crew price to be quoted and paid — USD, PKR, or the bidder's chosen split?	As per currency terms already given in the tender documents.
20.		Given the price is fixed and not subject to adjustment (IB.9) across a 3-year operating period, will an escalation/indexation mechanism apply to the O&M years (crew wages, insurance, spares), and will FX protection apply to any PKR-denominated portion?	No indexation or escalation is applicable.
21.		IB 23.2(c) requires the successful bidder to pay stamp duty "under the laws of the Province of Sindh," while the Employer, contract and arbitration are seated in Rawalpindi/Islamabad. Please clarify the	Applicable stamp duty will be applied according to the location of the signing of the contract, in the light of PPRA rules.

		applicable jurisdiction and the expected amount/basis.	
22.		Please confirm the bid price is to be quoted exclusive of Pakistani customs duties, sales tax, withholding and other local taxes, with such amounts borne by the Purchaser or separately reimbursed. Foreign bidders cannot reliably price Pakistani tax exposure — rulings and rates change frequently — and forcing them to do so simply inflates every bid with contingency.	The proposal should be on CIF Karachi Basis
23.		The 7% Performance Guarantee is calculated on the full contract value (vessel + 3-year O&M) and apparently runs for the full tenor, even though the supply obligation is discharged at delivery and only the (much smaller) O&M obligation continues. Will NDMS accept a split structure: a supply PG referenced to the vessel price, released upon delivery and acceptance (or expiry of warranty), and a separate, smaller O&M PG referenced to the annual O&M value — or equivalently a step-down of the single PG as obligations are discharged?	It will remain valid and applicable for three years.
24.		Under Section V, a brand-new vessel earns 100 age points against 40 for a 2–3-year-old vessel — a difference of just 60 points out of 1,000, i.e. roughly 3 points on the combined score. No other scoring credit exists for newness (warranty chain, zero operating hours, full remaining service life, latest-generation machinery and emissions compliance). A new vessel is inherently substantially more expensive than a 2–3-year-old one, and under the financial formula ((Lowest Bid / Bid) × 100 at 50% weight) that price difference costs a new-vessel bidder on the order of 15 – 20 combined points. Price therefore dominates and the age credit is nominal. a. Does this reflect NDMS's stated objective of an "optimum balance between asset quality and economic value"? The evaluation ignores what	a. For technical evaluation, age is not the only criteria which will differentiate in the marks, rather the new vessel would be getting beneficial marks in the all the technical criteria's given in the technical evaluation criteria mechanism Sec- V (5.2) of the tender documents. Moreover, since the age of the dredger has been extended up to 5 years vide NDMS corrigendum already uploaded, the percentage of technical and financial weightage has been changed to 60:40% respectively. Revised

		NDMS is actually buying with the price difference: materially lower risk and lower operating cost over the life of the asset. A new vessel carries no hidden-defect or condition risk (a used vessel's true state is only as good as one snapshot survey); its first special survey and drydocking fall years away, whereas a 2–3-year-old vessel hits its first drydocking inside the 3-year O&M period NDMS is paying for; maintenance and spares consumption are at the bottom of the cost curve rather than climbing; modern machinery burns less fuel — a cost the tender says the Purchaser bears directly (fuel/POL supplied by NDMS); the full builder/OEM warranty chain is intact; and NDMS gets ~3 additional years of earning life and residual value. We would respectfully invite NDMS to consider whether the current scoring gives these factors the weight the Employer intends. b. Will NDMS introduce evaluated-price normalization so offers are compared like-for-like — e.g. price loading per year of age (a published adder to the evaluated price of older vessels), a remaining-life depreciation adjustment, or lifecycle cost-per-m³ evaluation? c. Alternatively, will the requirement be split into separate lots (new / used) so each competes against its own market?	criteria in this regard will be uploaded after the second pre bid meeting. b. No c. No
25.	CHEC	The Bidding Documents mention that after technical evaluation, "technical discussions/clarifications" may be conducted, and bidders may submit "revised technical proposals and supplementary financial proposals." However, the Documents do not specify: (a) the scope of permitted "revisions" after technical clarification whether substantive modifications to the technical proposal	a. Substantive change if required after the technical discussion or clarifications (if any) can be done but the complete technical proposal cannot be all together modified as per the initially quoted type and capacity of the dredger.

		are allowed, or only clarificatory supplements; (b) whether the "supplementary financial proposal" is an adjustment to the original offer or a re- quotation; and (c) whether the revised financial proposal will be opened publicly. These uncertainties directly affect bidders' pricing strategies and bid preparation approach. Please clarify the scope of permitted revisions after technical clarification, the nature of the supplementary financial proposal, and the opening procedure for revised financial proposals.	b. Supplementary financial proposal would be an adjustment to the original proposal. c. Both will be opened publicly.
26.		There are only 7 days between the announcement of the Technical Evaluation Report and the Financial Bid Opening. Under PPRA Rule 41, there is a minimum 5-day complaint period following the announcement of evaluation results. If complaints are received during this period, will the Financial Bid Opening be correspondingly postponed? Furthermore, if bidders need to prepare supplementary financial documents based on technical clarification results, is 7 days sufficient? Please confirm whether the Financial Bid Opening will take place after the complaint period, and whether it will be postponed if complaints are lodged.	Mandatory period as per PPRA rules has to be followed.
27.		For a 10,000 m^3 TSHD, the process of vessel identification, surveyor mobilization, physical inspection, laboratory analysis, and report compilation typically requires more than 60 days in practice. This 60-day window is commercially and operationally difficult to meet. Will the Employer consider extending the 60-day window for submission of the Condition Assessment Report? Alternatively, will the Employer accept a report conducted prior to the 60-day window if supplemented with updated	This suggested time period is to exaggerated and normally 10-20 days time is enough.

		machinery running hours and recent survey records? Bidders require a feasible timeline to complete this mandatory requirement.	
28.		Will the Employer consider extending the delivery period to a commercially realistic timeline (e.g., 90–120 days from LOA/contract signing)? If not, bidders will be forced to price in substantial expediting and risk premiums. Further, for brand-new vessels with total running hours less than 500 hours and vessel age under 12 months upon completion, can the full set of third-party condition assessment report required in Appendix I be fully exempted? Will complete CCS supervision, sea trial and completion certificates alone satisfy the mandatory bid submission requirements?	a. Extension is already uploaded on websites b. The third party criteria are clearly mention in the tender documents. However, after extension of the age limit up to 5 years the criteria would be revisited by the technical committee and uploaded shortly.
29.		(a) Has NDMS confirmed its eligibility to apply for this tax exemption? (b) Who is responsible for applying for the tax exemption, and what is the estimated approval timeline? (c) If the tax exemption application is rejected, who bears the customs duties and sales tax?	It is clearly mentioned that this is a CIF contract..
30.		Please clarify who bears the import duties and sales tax on spare parts and consumables?	Documents are self explanatory
31.		Payments are primarily in USD, but the financial scoring encourages a USD+PKR payment combination. However, the Documents do not specify: (a) The exchange rate reference date for the PKR portion; (b) Who bears the exchange rate fluctuation risk at the time of payment; and (c) whether exchange rate adjustment clauses are permitted in the Contract. Please clarify the exchange rate reference date for the PKR portion, the party bearing exchange rate risk, and	No exchange rate clauses are incorporated however, payment in local currency is normally made as per invoice date.

		whether exchange rate adjustment clauses are permitted.	
32.		Is the withholding income tax covered by the vessel import tax exemption, or is it still payable?	CIF basis
33.		The procurement scope comprises three elements: vessel supply and transportation, 24-month warranty, and 36-month operations and maintenance (including crewing and training). We are considering participating in this project with an integrated implementation model procuring the vessel on behalf of the Employer and delivering it CIF to Karachi, and undertaking warranty, operations, and maintenance responsibilities as contractually required. We do not own the TSHD; rather, we procure it on behalf of the Employer and deliver it CIF to Karachi Port. Does the Employer agree to this implementation model? Does the Employer have any objection to a procurement solution where the Bidder does not own the TSHD but procures it on behalf of the Employer and delivers CIF to Karachi Port?	NDMS is looking forward to the suppliers capable of dredger supply and provision of O&M services along with crew as a package.
34.		If export control restrictions prevent timely delivery or delivery altogether, can this be recognized as Force Majeure under GCC 14, exempting the Supplier from liability?	Export license / restriction will not be taken as force majeure but part of suppliers responsibility.
35.		Will the Employer specify a termination-for-convenience compensation mechanism (e.g., payment for all work completed to date, reasonable demobilization costs, and a percentage of profit on unperformed work)? Alternatively, will the Employer confirm that this clause will be applied in accordance with standard international practice (e.g., FIDIC termination provisions)?	This clause is being probably misinterpreted. This is a routine contractual clause as per standard bidding documents of PPRA containing rights both for the purchaser and seller.
36.		Will the Employer revise this clause to:	The revised criteria for LD for O&M period will be uploaded

		(a) specify a fixed, transparent percentage (e.g., 0.5% per week of delay) linked to specific performance milestones; (b) cap LDs at a reasonable percentage of the contract price (e.g., 5-7%, consistent with the performance security amount); and (c) remove inapplicable or purely subjective triggers? Additionally, we request clarification on the basis for selecting 1% vs. 2%.	after the second pre bid meeting.
37.		If the 6-week dredging operation cannot commence or be completed for reasons not attributable to the Contractor, should the final 30% payment still become due? Could this be amended to a condition based on vessel arrival, customs clearance completion, and commissioning /ready for operation?	As such no alike situation is foreseen as dredger is planned to be deployed in November 2026 tentatively however, this condition can be negotiated afterwards with the successful bidder.
38.		Please clarify the commencement date for the 3-year O&M and crewing service period, and the start date for quarterly payments.	As per the Work Commencement Order to be rendered by NDMS.
39.		If the vessel and crew are in a ready and available condition but cannot operate due to Purchaser-side, port, or government causes, should O&M and crewing quarterly costs continue to be paid in full? Does this period count towards the 3-year O&M period? Does the Contractor bear any performance penalties, liquidated damages, or delay liability?	This condition can be negotiated afterwards with the successful bidder. However, as per market practice, the crew and O&M cost remain applicable towards the purchaser if there is no fault of the supplier.
40.		Does the 6.0 – 7.0 m Design Draft requirement refer to (a) ballast draft during transit, (b) operational draft at hopper load, or (c) scantling draft?	The Design Draft (Moulded) of 6.0 m – 7.0 m refers to the vessel's navigational / sailing draft
41.		Will the Employer accept other internationally recognized PLC brands, including reputable domestic Chinese brands?	Yes. The brands cited in the Specification (Siemens, Allen-Bradley, Schneider) are illustrative examples ("e.g.") and not an exhaustive or exclusive list. Other internationally recognized

			OEM PLC brands, including reputable Chinese manufacturers, may be offered provided the Bidder demonstrates equivalent standards: full redundancy, international quality/type-approval, an established service and support network. Acceptance shall be subject to the Procurement Evaluation Committee's technical evaluation of the equivalency documentation submitted.
42.		Is remote diagnostic via satellite link a mandatory requirement?	Yes, it is a mandatory Specification requirement, not an optional feature: "Provision for remote diagnostics and software updates via secure satellite link."
43.		Should the initial spare package be physically onboard upon delivery to Karachi, or can it be staged at a regional warehouse with a defined delivery schedule?	The initial commissioning and operational spares package (minimum 24 months' coverage) shall be available and delivered coincident with vessel delivery to Karachi, consistent with the CIF Karachi basis of the Contract Price and the requirement that the vessel be fully operational immediately upon delivery/ acceptance. Staging at a regional warehouse with a deferred delivery schedule is not acceptable.
44.		Will the Employer provide a minimum required list or budgetary framework for the initial spares package?	No pre-defined list or budgetary framework will be issued by the Employer. However, the spares list submitted with the Tender shall be the Original Equipment Manufacturer (OEM)-recommended spares list for the applicable 24-month operational period —endorsed by OEM for Main machinery

			including main engines, generators, gear box, dredge pump, jet pump - and not a list based on the Bidder's own independent assessment. Bids submitting a self-assessed list not endorsed by the relevant OEM(s) shall be treated as non-responsive on this point.
45.		Will the Employer provide a full geological report on soil hardness along the Pakistan coast where the dredger would be deployed?	No additional geological/geotechnical data will be provided by the Employer. Bidders shall make their own assessment and design/price accordingly. For reference, the vessel is expected to be deployed predominantly at Port Qasim during the first two (2) years of the O&M period, with additional deployment at Karachi Port, Ormara, and Gwadar. Bidders should note the general soil-suitability envelope already stated in the Specification (sand, silty sand, clay, and mixed soils including gravel, with high-pressure waterjet assistance for hard/clay soils) when sizing the draghead, dredge pumps, and jet-water system.
46.		Is the number of crew to be provided during the O&M period specified, or is it at the Supplier's discretion?	A minimum floor is specified: the vessel's accommodation is designed for not less than thirty-five (35) persons. Above this floor, the Supplier shall provide a full, STCW-compliant crew "as required for safe and efficient 24/7 operation"; the exact composition and headcount above the 35-person minimum is at the Supplier's discretion, subject to submission of a crew rotation

			and relief plan as part of the Technical Proposal, for the Employer's review and acceptance.
47.		Please clarify whether "24/7" means throughout the year without exception, or whether exceptions are allowed (e.g., maintenance, at anchor).	"24/7" means the vessel and its STCW-compliant crew shall be available and ready for dredging operations twenty-four (24) hours a day, seven (7) days a week, as the standard operating requirement.

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