

Pre-Bid replies of Tender No. NMPA/CME/ 2023-24/RFID , dtd. 21/02/2024

Clarification for pre-bid queries raised by the firms in connection with the e-tender for “Operation and Comprehensive Annual Maintenance Contract (CAMC) of the RFID system for a period of 5 years at NMPA”

The clarification shall constitute a part of the Tender Document for all purpose and one set should be uploaded duly signed and stamped on each and every page, along with the Tender Document.

Sl. No	Clause No./Page No.	Tender Clause	Bidders Query	NMPAs Reply	REMARKS
1	2. INSTRUCTIONS TO THE BIDDERS (ITB) 2.4.2 Page No.11	2.4.2 TECHNICAL CRITERIA “Similar Work” means “SITC OF RFID SYSTEM”.	Port Access Control Projects are critical in nature which required 24x7 and 365 days operations support & Maintenance. We request you to please add O&M also as part of Similar Work definition as major portion of RFP scope is CAMC along with man power deployment.	Tender condition prevails	O&M is repetitive nature of work being carried out as per prevailing procedure hence weightage is given to SITC as compared to O&M. As SITC also involved in the scope of work.
2	2. INSTRUCTIONS TO THE BIDDERS (ITB) 2.4.2 Page No.11	2.4.2 TECHNICAL CRITERIA Note: In order to meet the Technical criteria as per clause No.2.4.2.(i) above, the bidder shall submit the following documents along	Request you please confirm if TDS details required to be submitted for work order from Central Govt organization, Major Ports as well	TDS details for the projects of Government sectors may not be required to be submitted. However any other details required to establish the executed value is to be submitted by the bidder	TDS details are verified for the work executed at Private sectors to ensure genuiness of work executed. However from Government firms the TDS certificate is not insisted and

		with the technical bid:- c) Form 26 AS from ITD containing TDS details of the Work Order submitted as per clause no. 2.4.2.			genuiness is verified by confirmation from the government sector from which the work is executed. If required NMPA may insist upon documents as required.
3	2. INSTRUCTIONS TO THE BIDDERS (ITB) 2.15 Page No.15	2.15 PRE_BID QUERIES A pre-bid meeting will be held on 28/02/2024 at 15:00Hrs in the chamber of Chief Mechanical Engineer, NMPA. All prospective bidders are advised to attend the pre-bid meeting physically, if there are any queries with respect to the subject work tender.	We request port authority to conduct the pre-bid meeting on Hybrid mode (Physical & Online) . Kindly arrange for online meeting link to discuss the queries	Agreed, Link for VC shared in CPPP under Corrigendum No.1	Video Conference call was arranged for Pre-Bid on 18/02/2024 at 15:00 Hrs.
4	4. Special Conditions of Contract 4.33 Page No.44	4.33 Port entry passes to the Contractor and his workmen and vehicle during the period of work will	We request Port to provide free entry passes to the contractor and his workmen and vehicle during the period of work which is	Tender condition prevails.	No change in tender condition.

		be issued on chargeable basis to carry out the work as per rules.	more than 5 years as it will additional cost as O&M required technical person to visit the gates and enter port on daily maintenance check								
5	4. Special Conditions of Contract 4.37 Page No.45	4.37 PENALTY: Penalty: Penalty will be levied if any of the sub-components fails or if the whole RFID system fails. As per clause 5.4 (20), The downtime will be calculated based on the RFID check list signed by the CISF inspector at the gate for every shift clearly mentioning the down time	Scheduled maintenance down time which is pre-intimated and agreed should not be considered as penalty/Downtime	<p>Clause No. 4.36 and 4.37 is amended as follows:</p> <p>4.36 SERVICE LEVEL AGREEMENT:</p> <p>The implemented system performance will be governed by the Service Level Agreement (SLA) format as given below. New Mangalore Port will use the following performance indicators to monitor and evaluate the performance of the System.</p> <table border="1"> <thead> <tr> <th>Sl. No</th> <th>Key Performance Indicators (KPI)</th> <th>Minimum Guaranteed Performance</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>RFID System Availability</td> <td>100% at all times</td> </tr> </tbody> </table> <p>4.37 PENALTY:</p> <p>Penalty will be levied if any of the sub-components fails or if the whole RFID system fails. As per clause 5.4 (20), The downtime will be calculated</p>	Sl. No	Key Performance Indicators (KPI)	Minimum Guaranteed Performance	1	RFID System Availability	100% at all times	Condition will be included in Corrigendum. Under Clause 3.47 Termination of the contract
Sl. No	Key Performance Indicators (KPI)	Minimum Guaranteed Performance									
1	RFID System Availability	100% at all times									

				<p>based on the RFID check list signed by the CISF inspector at the gate for every shift clearly mentioning the down time:</p> <p>i. Penalty for total system failure:</p> <ul style="list-style-type: none"> If Dwt ≤ 4 hrs then $P = (Dwt) \times \frac{(1.10 \times Y)}{(12 \times 30 \times 24)}$ P:Penalty, Dwt:Cumulative Down time in hours for the month, Y:Amount quoted by the bidder per year If Dwt > 4 hrs then $P = Dwt \times \frac{(1.5 \times Y)}{(12 \times 30 \times 24)}$ If Dwt ≥ 360 hrs then the contract will be terminated and PBG will be forfeited and the firm will be blacklisted for a period of 2 years. <p>ii. Penalty for partial system failure:</p> <p>For calculating penalty, the system is divided into following sub components:</p> <ul style="list-style-type: none"> i. RFID system not working in individual lanes, total 8 lanes presently. ii. Weighbridge Automation Failure iii. Failure of capturing data of workers boarding vessel, due to Hardware, Software issue. 	
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				<p> $P = Dwt \times \frac{(1.10 \times Y)}{(12 \times 30 \times 24 \times 10)}$ </p> <p>Note: i) The no 10 above i.e no of lanes is subjected to change with increase in no of lanes during gate automation in future.</p> <p>ii.) Part of an hour is considered as one hour.</p> <p>iii.) If any one component in a lane is not working. It will be considered as RFID system failure in that particular lane.</p> <p>iv.)If any component in any of the two weigh bridges fails it will be considered as RFID system failure in weighbridge system.</p> <p>v.)If any component in any of the system for capturing data of workers boarding vessel fails at B.No.2 & 3 then it will be considered as RFID system failure incapturing data of workers boarding system at berth.</p> <p>vi)During unforeseen breakdowns, the contractor will be permitted a maximum of 15 minutes grace time per instance, subject to not more than 4 such instances per month. If the system is ready and operational within 15 minutes, the penalty will not be imposed. However if the system is not ready within 15 minutes, the penalty will be imposed from the time the</p>	
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				<p>system is down, until the defect is rectified.</p> <p>iii. Penalty for delay in taking over the RFID system within 15 days from the date of issue of LOA</p> <p>From 16th day of issue of LOA, Rs.1000 per day for first 5 days, Rs.2000 per day from 21st day to 25th day. Rs.4000 per day from 26th to 30th day. After 30 days, Termination of contract and forfeit of EMD.</p> <p>iv. Penalty towards short supply of Manpower as per duty Roaster</p> <p>Supervisor – Two times the Proportionate deduction for each day of absence as penalty upon not providing substitute under similar category.</p> <p>Data entry staff/Technicians – Two times the Prorata deduction as per prevailing minimum wages for each day of absence and upon non providing of substitute under similar category.</p> <p>4.37.1 PLANNED MAINTENANCE: The contractor shall be permitted</p>	
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				to avail maximum of 1 hour planned maintenance downtime in a month. However the same shall be requested during non peak hours of traffic and prior intimation and permission has to be obtained from EIC. If the planned maintenance down time is not availed in a particular month then the same will not be carried forward to the next month and shall lapse for that month.	
6	5. Scope of Work and Technical Specifications 5.1 Page No.48	5.1 Scope of Work in brief: Updating, renewing of license/validity of software is also included in the contract.	Request you please provide the details the existing software which might require updating, renewal of license. Also please provide the validity of license to consider the cost involved in renewal.	Existing software which requires up gradation and renewal of license: a) Dot Net b) Postgres SQL Data base c) Windows license, d) Server license e) Antivirus License. Pass Issuance System(PIS) and application for card readers are developed by M/s.CMS. As part of existing contract with M/s.CMS. The source codes of these applications will be handed over to the successful bidder on completion of ongoing contract. Ref Clause 4.2 of SCC	a) Dot Net b) Postgres SQL Data base c) Windows license, d) Server license e) Antivirus License. Pass Issuance System(PIS) and application for card readers are developed by M/s.CMS. As part of existing contract with M/s.CMS. The source codes of these applications will be handed over to the successful bidder on completion of contract. Ref Clause 4.2 of SCC

7	5. Scope of Work and Technical Specifications 5.4 (4) Page 50	5.4 SCOPE OF WORK: 4) Manning the RFID installations (Pass-section) at the gates, for issue of dock entry permits for individuals/persons and vehicles round the clock (24X7) at US Mallya gate pass section on hot seat arrangement. NMPA administration building shall provide RFID cards to port users as per regulations from 09:30 to 17:30hrs on all Port working days.	We request you to please provide the number of Pass Issue Counter to be run at each gate & NMPA administration building. This will help bidders to arrive at total manpower quantity.	1)Ref Clause No: 5.4 (4) for the manpower quantity. 2) Pass counters details are as below: One RFID card issuing counter at Administration building. One pass verification and approval counter at US Mallya gate One pass verification counter each at KK Gate & SJ Gate.	Pass counters details are as below: One RFID card issuing counter at Administration building. One pass verification and approval counter at US Mallya gate One pass verification counter at KK Gate & SJ Gate. Ref Clause No: 5.4 (4), Pg No. 50
8	5. Scope of Work and Technical Specifications 5.4 (6) Page 51	5.4 SCOPE OF WORK: 6) Issue of Radio Frequency Identification (RFID) cards with pre-printed format on front side and other details on back side. The	Kindly confirm if Port will provide the card with pre-printed information. If contactor needs to print the information on both sides, We suggest to add Color Card Printer/ Color Label Printer to BOM. Card Printer- For	RFID cards will be provided by NMPA. Color printer is provided by NMPA for label printing. Printer consumables will be at the cost of successful bidder Card printer is not required.	RFID card with preprinted information like NMPA Name and Logo will be arranged by NMPA. Color printer for printing port users information is available at the

		RFID cards will be supplied by the port.	direct printing on the card Color Label Printer- To print on label and stick to the card		Mallya gate pass issue counter.
9	5. Scope of Work and Technical Specifications 5.4 (17) Page 51	5.4 SCOPE OF WORK: 17) The successful bidder shall take over the RFID system and all other works as required under this tender, within 7 days from the date of issue of LOA.	Taking over of existing RFID system has multiple dependencies including support from present vendor. We request to provide at least 45 days time for taking over existing system.	Tender condition prevails	The RFID system at NMPA is a working system. Hence the new contractor is expected to take over the running system and customise the system during the course of contract as per his software and expertise.
10	BILL OF QUANTITIES Page 86	III. AUGMENTATION REQUIREMENT for KK Gate: 2. Face Recognition Reader- 6 Set	Kindly confirm if 6 set mean 12 nos of Face Recognition Reader?	III. AUGMENTATION REQUIREMENT for KK Gate: 2. Face Recognition Reader- 6 Set Shall be read as III. AUGMENTATION REQUIREMENT for KK Gate: 2. Face Recognition Reader- 6 Nos	6 No of face recognition readers are required which is complete with software and application.
11	BILL OF QUANTITIES Page 87	IV. Introduction of New Cruise Gate:	Face Recognition Readers are not included in New Cruise Gate BOM. Request you to please confirm if Card Only used at New Cruise Gate for Access Control	RFID Card reader will be used for access control in New Cruise gate.	Cruise Gate is operated only during cruise season and limited people will be using the cruise gate like the tour operators, taxi drivers and bus

					drivers. Hence face recognition system is not recommended for cruise gate.
12	Page No.15, Clause No. 2.15	Pre-bid meeting will be held on 28/02/2024 at 15:00 Hrs in the chamber of Chief Mechanical Engineer, NMPA. All prospective bidders are advised to attend the pre-bid meeting physically, if there are any queries with respect to the subject work tender.	It is requested to kindly conduct the pre-bid meeting in online mode as well, as many companies are based in Delhi-NCR and Mumbai. Sub-urban and many other metro cities, and people use technology for ease of convenience; hence, it is requested that you kindly conduct the pre-bid meeting in online mode as well.	Agreed, Link shared in CPPP under Corrigendum No.1	Video Conference call was arranged for Pre-Bid on 18/02/2024 at 15:00 Hrs.
13	Page No.11, Clause No. 2.4.2	TECHNICAL CRITERIA i) The Bidder shall have successfully completed Similar Works during last 7 (Seven) years ending last day of month previous to the one in which tenders are invited	We assume that the work credentials that are currently underway, with a significant portion completed and payment received from the client, are significant here, with the contract agreement/PO and copies of invoices for	Tender condition prevails Ref Clause No.2.4.2 of MQC SITC should be completed in all respect for considering the work for evaluation.	Tender condition prevails

		<p>should be either of the following: One similar completed work costing not less than Rs. 3,02,77,136/- (Excl. GST) OR Two similar completed works each costing not less than Rs.1,89,23,210/- (Excl.GST). OR Three similar completed works each costing not less than Rs.1,51,38,568/- (Excl. GST). “Similar Work” means “SITC OF RFID SYSTEM”. In case of completed composite work, where Operation & Maintenance is a part of the work order, the total value for SITC along</p>	<p>which payment has been received duly certified by the bidder authorized signatory. It is requested to kindly confirm.</p> <p>Furthermore, we anticipate that ongoing work involving RFID components in the toll management system, which is under the operation and maintenance stage, will also be significant in this case, along with copies of the invoices and the contract agreement/PO. Kindly clarify and confirm. It is requested to kindly consider the work credentials from last 10 years for best competitive bid response that is quality-oriented and of the highest caliber.</p>		
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		<p>with Operation & Maintenance cost for any one completed year, shall be considered for evaluation.</p> <p>Composite work, where SITC is completed and O&M is ongoing, will be treated as a completed work.</p> <p>For considering O&M experience, the bidder must have successfully executed minimum one year of O&M contract.</p> <p>Value of completed work will be taken as SITC value plus O&M cost for any one completed year. Cut-off date for successfully completion of similar work will be the last day of month previous to the one in which tenders are</p>			
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		invited.			
14	Page No.11, Clause No. 2.4.2, Note-b)	Satisfactory Completion Certificate issued by the client indicating value of completed work and date of completion of work.	In order to satisfy the documentation requirement, we would appreciate it if you could kindly clarify and confirm that the running work credentials with its Contract agreement/WO/PO along with its invoices of the payment received are significant instead of Completion Certificate.	Tender condition prevails Ref Clause No.2.4.2 of MQC SITC should be completed in all respect for considering the work for evaluation.	No change in tender condition.
15	Page No.11, Clause No. 2.4.2	Experience on Number of RFID Supplied	We respectfully request that the NMPA include qualification criteria for the number of RFID installations, as this is a crucial factor in determining eligibility since the tender specifically asks for RFID technology.	Tender condition prevails Ref Clause No.2.4.2 of MQC SITC should be completed in all respect for considering the work for evaluation.	No change in tender condition.
16	Page No. 34, Clause No.3.36 (i)	COMPLETION PERIOD: CAMC shall commence within 15 days from the issue of LOI whichever is earliest.	It is requested to the NMPA authority, please take into consideration that the work completion period is 25-30 days instead of 15 days to fulfill the	Tender condition prevails	The RFID system at NMPA is a working system. Hence the new contractor is expected to take over the running system and customise the system during the

			documentary and implementation obligation.		course of contract as per his software and expertise.
17	Page No. 38, Clause No.3.49	Termination of Contract for Convenience / Foreclosure of the Contract by Port	Regarding the convenience/foreclosure of the contract, we hereby request that you please elucidate the consequences in the event that the employer terminates the contract for convenience/foreclosure and the system integrator is in between the implementation phase and has completed some work. Please clarify and confirm that in this case, we assume that the employer will refund the EMD, Performance security, Security Deposit, and payment for the work completed by the System Integrator to be done.	<p>Tender Clause 3.49 (iv) Included</p> <p>Termination of Contract for Employer's Failure or Convenience / Foreclosure of the Contract by Port:</p> <p>After placement of the contract, in case of any unforeseen situations compelling NMPA to cancel the contract, a notice will be issued to the contractor for cancellation of the contract, in whole or in part, for NMPAs convenience, inter alia, indicating the date with effect from which the termination will to become effective. In case of termination of contract for NMPAs convenience, the engineer will certify the value of works executed, value of any materials lying at site, reasonable cost of removal of equipment, repatriation of project staff, cost of protecting and securing the works and deducting from it: (i) pending advances; (ii) other recoveries; and (iii) taxes as due.</p>	<p>Termination of Contract for Employer's Failure or Convenience / Foreclosure of the Contract by Port</p> <p>Condition will be included in Corrigendum. Under Clause 3.49 Termination of the contract</p>

18	Clause No.5.4. (32)	Face Recognition system Camera Technical specification and software requirement shall be provided	Bidder requested to include face recognition system Camera Technical specification and software requirement shall be provided	Tender Clause 5.0 Scope of Work and Technical Specifications Clause 5.4 (32) (i) (ii) included	Condition will be included in Corrigendum.
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