

CORRIGENDUM-II : Reply to Bidders' Queries

12/01/2022.


Name of Work: Design, Supply, Installation, Testing, Commissioning and Comprehensive Maintenance of Personal & Baggage Screening System and Staff Gate at 11 nos. of Elevated Stations and Depot-cum-Workshop under Navi Mumbai Metro Line-1 Project.
 Tender No: NM1-TL-02/2021 dated 17.12.2021
 E-tender Portal no: 275

SN	Volume / Annexure	Clause no. in RFP	Clause description as per RFP	Bidder's Queries	MAHA-METRO's Response
1	Part 1 Section III, Evaluation and Qualification Criteria	4.2 (a), Specific Work Experience	<p>A minimum number of Similar Works*** specified in Note 1 that have been satisfactorily and completed as a prime contractor, joint venture member carried out by tenderer during last 5 (Five) years, up till Mar-2021, in Government, Semi-Govt. & Govt. undertaking Organizations /PSUs/Govt. Owned Institution, Private Corporate listed in NSE, BSE (India) Should have received not less than INR 5.36 Crores for Similar Works*** in One Completed Contract Work</p> <p>OR</p> <p>Should have received not less than INR 3.35 Crores each for Similar Works*** in Two Completed Contract Work</p> <p>OR</p> <p>Should have received not less than INR 2.68 Crores each for Similar Works*** in Three Completed Contract Work</p> <p>OR</p> <p>Supply & Commissioning of minimum 30 nos. XBIS in multiple orders (maximum limit of 10 orders) in any one financial year during last 5 years.</p>	<p>Above mentioned clause part may be deleted as it is not in line with the general governments/ PSU's procurement guidelines. It may favour some specific bidder.</p>	<p>Clause 4.2 (a) stands modified as: -</p> <p>A minimum number of Similar Works*** specified in Note 1 below that have been satisfactorily completed as a prime contractor or joint venture member carried out by bidder during last 5 (Five) years, up till Mar-2021, Should have received not less than INR 5.36 Crores for Similar Works*** in One Completed Contract Work</p> <p>OR</p> <p>Should have received not less than INR 3.35 Crores each for Similar Works*** in Two Completed Contract Work</p> <p>OR</p> <p>Should have received not less than INR 2.68 Crores each for Similar Works*** in Three Completed Contract Work</p> <p>Notes:-</p> <p>1. Similar Works*** - Supply , installation ,Commissioning of integrated security systems for Central Government Department / State Government Department/ Defence Department / Police Department / Railways / Airport / Metro / PSU / Urban Local Bodies /Govt. Owned Institution or organisations / Private Corporates registered with NSE / BSE in India.</p> <p>The X-ray Baggage Scanner shall compulsorily be a part of work order of past experience certificate (enclosed by bidder under Similar Work experience) of bidder / Lead Member of JV/Consortium, which may or may not include Door Frame Metal detector (DFMD) or Hand Held Metal detector (HHMD), Portable X-Ray scanner, Under Vehicle scanner etc.</p> <p>7. Experience Certificates issued by Private Corporates listed in BSE / NSE shall accompany with CA certified TDS Certificate against sum paid towards the completed works whose certificate is enclosed by bidder in support of specific experience</p>



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2	Part 1 Section III, Evaluation and Qualification Criteria	3.2, Average Annual Turnover	<p>Minimum average annual turnover of INR 13.39 Crore (or USD equivalent) equivalent calculated as total certified payments received for contracts in progress and/or completed within the last 5 (five) years</p> <p>Note: 1. Last five years shall be (FY 2016-17, 17-18, 18-19, 19-20 & 20-21) In case of Companies, which follows Financial Year as Calendar Year (January to December), data for 2015 shall be treated equivalent to the data of FY 2015-16 and so on. Note: Only Chartered Accountant's certified summary sheet need to be enclosed with bid.</p>	<p>1. During last 5 years, our highest annual turnover is INR 14,59,43,225 in the financial year of 2019-20 hence we request you to Kindly accept minimum annual turnover criteria of INR 13.39 in any one financial year during last 5 years.</p> <p>2. Our turnover of current financial year is projected to exceed INR 20 Cr.</p> <p>3. To support our claim, we are putting up the government circulars which may be helpful to you for giving us the relaxation. Indian Government Policy Circular No. 1(2)(1)/2016-MA, Dated 10th March 2016 for relaxation to MSME company in experience and turnover. The point 4 in the same states that "In exercise of Para 16 of Public Procurement Policy for Micro and Small Enterprises Order 2012, it is clarified that all Central Ministries/Departments/ Central Public Sector Undertakings may relax condition of prior turnover and prior experience with respect to Micro and Small Enterprises in all public procurements subject to meeting of quality and technical specifications."</p> <p>4. Our capabilities to manufacture more than 400 machine per year, hence we are very much capable to execute this project.</p> <p>5. Please refer some recent big tenders of more than 50 nos qtys such as CISF Delhi, Delhi Police etc. They are giving full relaxation on OEM turnover and giving the opportunity to Indian MSE OEM's to participate and compete with foreign bidders.</p> <p>6. An Indian MSE OEM like us who is very much capable and experienced and competing with international players with own 100% indigenous superior quality product and not able to participate just on the basis of a turnover criteria is somehow taking away our rights to compete in the tender.</p>	Tender Conditions Prevail.
3	Part 1 Section III, Evaluation and Qualification Criteria	4.2 (a), Specific Work Experience	<p>A minimum number of Similar Works*** specified in Note 1 that have been satisfactorily and completed as a prime contractor, joint venture member carried out by tenderer during last 5 (Five) years, up till Mar-2021, in Government, Semi-Govt. & Govt. undertaking Organizations /PSUs/Govt. Owned Institution, Private Corporate listed in NSE, BSE (India) Should have received not less than INR 5.36 Crores for Similar Works*** in One Completed Contract Work</p> <p>OR</p> <p>Should have received not less than INR 3.35 Crores each for Similar Works*** in Two Completed Contract Work</p> <p>OR</p> <p>Should have received not less than INR 2.68 Crores each for Similar Works*** in Three Completed Contract Work</p> <p>OR</p> <p>Supply & Commissioning of minimum 30 nos. XBIS in multiple orders (maximum limit of 10 orders) in any one financial year during last 5 years.</p>	As tender work is for a project comprising for major part XBIS, DFMD, a PQC should asked work experiences for XBIS & DFMD. Not only XBIS.	Please refer reply of query no.1.
4	General			In your tender not asked for Demonstration/Technical Evaluation in any where, Requesting to add in PQC terms - Demonstration / Technical Evaluation of Product to check Technical specification test before procurement for its performance, endurance etc. all other Metro i.e. Delhi Metro, Lucknow Metro, MMRDA, Mumbai Mono Rail, Chennai Metro, Kolkata follows the same.	Tender Conditions Prevail. Demonstration not required. Tender will be evaluated on the basis of Technical & other tender requirements.

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5	Part 1	NIT	Cost of the bid document: INR 23,600/- non-refundable (inclusive of applicable Taxes) through e-payment by RTGS/NEFT/Credit Card as per procedure given in e-tender portal.	As most of the government tender issued by Government Department, railways, metros and other government department did not have provision of tender fee, hence request you to kindly consider our request and Exempt the tender document fee for all Participants.	Tender Conditions Prevail.
6	Part 1	NIT	INR 3,60,814/- (Rupees Three Lakhs Sixty Thousand Eight Hundred Fourteen Only) In the form of Bank Guarantee drawn from Schedule commercial Bank in India.	As per the Latest GOI circular No. F.9/4/2020-PPD, dated 12/11/2020 (enclosed as Annexure-A), Clause No. 4. In view of above, it is reiterated that notwithstanding anything contained in Rule 171 of GFRs 2017 or any other Rule or any provision contained in the Procurement Manuals, no provisions regarding Bid Security should be kept in the Bid Documents in future and only provision for Bid Security Declaration should be kept in the Bid Documents. Hence Bid Security/EMD should be waived off, so we request you to kindly consider our request and facilitate the EMD exemption	As per GFR-2017 Rule No. 170 Bid Security / EMD is exempted for participating bidder registered as MSME. If applicable the bidder shall submit a bid securing declaration in place of EMD, in a prescribed format, which shall be made available by another Corrigendum.
7	General			Request you to kindly incorporate the demonstration clause in tender, as the requisite equipment is related to the security of the stations. Also in other tenders for metro stations like DMRC it was mandatory to show the demonstration of quoted machines in order to test the machines capabilities. We request you to kindly evaluate the performance of the system at the time of physical demonstration and qualify only those bidders who prove-out the performance of the system. Please incorporate this clause as mandatory for technical evaluation in tender.	Tender Conditions Prevail. Demonstration not required. Tender will be evaluated on the basis of Technical & other tender requirements.
8	Part 1 Section III	4.2 (a), Special Notes	Similar Works*** for this contract shall mean "Supply, Installation, Commissioning of integrated security systems for Central Govt. /State Government Department, Defense, Police Department, Railways, Airports, Metro Stations, /PSUs/ Urban Local Bodies/ Private Corporates registered with NSE / BSE, in India"	Request you to kindly consider the definition of similar work should be "Supply, Installation, Commissioning of integrated security systems for Central Govt. /State Government Department/ Defense/ Police Department/Railways/ Airports/ Metro Stations, in India	Please refer reply of query no.1



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9	Part 1	NIT	Date & Time of Submission of tender: Online Submission up to till 16:00 Hrs on 13/01/2022 at NMRC's e-tender portal	Since due date of Bid Submission is very short hence we hereby request you to kindly consider an extension of at least 20 working days extension in bid submission from current due date	Suitable extension has been done by Corrigendum-I
10	Part 2 Section VII-C.I, Particular Specification (X-ray Baggage Scanner & Staff Gate)	SN 2 of Clause 4: Technical Specification & Other Requirements:	Conveyor height: Range of 800 mm (+/- 2%)	Considering tunnel sizes of machines and object size & weight to be scanned, it is submitted that conveyor height may be ammended as follows: - For tunnel sizes: 620 (+/- 5%)mm (width) X 420 (+/- 5%)mm (height) Conveyor height: Minimum 700mm. For tunnel sizes: 1020 (+/- 5%)mm (width) X 1020 (+/- 5%)mm (height) Conveyor height: Minimum 300mm.	SN 2 of Clause 4 of Part 2 Section VII-C.I, Particular Specification (X-ray Baggage Scanner & Staff Gate), stands modified as: - "For tunnel sizes: 620 (+/- 5%)mm (width) X 420 (+/- 5%)mm (height) Conveyor height: Range of 650mm (+/- 2%) to 800 mm (+/- 2%). For tunnel sizes: 1020 (+/- 5%)mm (width) X 1020 (+/- 5%)mm (height) Conveyor height: Range of 300 mm (+/- 2%)
11	Part 2 Section VII-C.I, Particular Specification (X-ray Baggage Scanner & Staff Gate)	SN 6 of Clause 4: Technical Specification & Other Requirements:	Conveyor capacity: More than 200 Kg evenly distributed, tolerance +10% or more.	Considering tunnel sizes of machines and object size & weight to be scanned, it is submitted that conveyor height may be ammended as follows: - For tunnel sizes: 620 (+/- 5%)mm (width) X 420 (+/- 5%)mm (height) Conveyor capacity: Minimum 165 kg. For tunnel sizes: 1020 (+/- 5%)mm (width) X 1020 (+/- 5%)mm (height) Conveyor height: Minimum 200 kg.	SN 6 of Clause 4 of Part 2 Section VII-C.I, Particular Specification (X-ray Baggage Scanner & Staff Gate), stands modified as: - "For tunnel sizes: 620 (+/- 5%)mm (width) X 420 (+/- 5%)mm (height) Conveyor capacity: Minimum 160 kg. For tunnel sizes: 1020 (+/- 5%)mm (width) X 1020 (+/- 5%)mm (height) Conveyor capacity: Minimum 200 kg."
12	Part 2 Section VII-C.I, Particular Specification (X-ray Baggage Scanner & Staff Gate)	SN 9 of Clause 4: Technical Specification & Other Requirements:	X-Ray Generation Voltage : Max 160 KV Tube Current : 0.7 mA Cooling : Sealed Oil Bath Duty Cycle : 100% X-Ray Detector : "L"-Shaped array	In X-ray generation, voltage mentioned as Max 160kV, similarly it is requested to ammend Tube current as maximum 0.7 mA as follows: - X-Ray Generation Voltage : Max 160 KV Tube Current : Max 0.7 mA	SN 9 of Clause 4 of Part 2 Section VII-C.I, Particular Specification (X-ray Baggage Scanner & Staff Gate), stands modified as: - "X-Ray Generation Voltage : Max 160 KV Tube Current : Max 1.2 mA."
13	Part 2 Section VII-C.I, Particular Specification (X-ray Baggage Scanner & Staff Gate)	Clause 1.2, 1.3 & 2.1		Please calrify the following: a) Shall this network supervisory station and centralized server required at each station speprately or centrally only at one location? b) What is the server storage capacity?	a) Network supervisory stations is required at central level. Station level monitoring will be as per clause 4 of Part 2 Section VII-B: Works Requirement, Particular Specification - X-ray baggage Scanner & Staff Gate. b) Server should be capable to store images for a period of at least 30 days.
14	Part 2 Section VII-C.I, Particular Specification (X-ray Baggage Scanner & Staff Gate)	SN 6 of Clause 4: Technical Specification & Other Requirements:	Conveyor capacity: More than 200 Kg evenly distributed, tolerance +10% or more.	Since the Conveyor capacity for Small Size XBIS is 160 Kg (evenly distributed as per MHA specification, while mentioned 200 Kg (evenly distributed load) conveyor capacity is for Large size XBIS, hence request youto kindly clarify.	Please refer reply of query no. 11.



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15	Part 2 Section VII-C.1, Particular Specification (X-ray Baggage Scanner & Staff Gate)	SN 2 of Clause 4: Technical Specification & Other Requirements:	Conveyor height: Range of 800 mm (+/- 2%)	Since the conveyor height has nothing to do with the performance of Machine and it practically should be convenient for passenger to place the bag on conveyor. Therefore the idle conveyor height should be in the range of 650mm-800mm. Please clarify.	Please refer reply of query no. 10.
16	Part 2 Section VII-C.1, Particular Specification (X-ray Baggage Scanner & Staff Gate)	SN 9 of Clause 4: Technical Specification & Other Requirements:	X-Ray Generation Voltage : Max 160 KV Tube Current : 0.7 mA Cooling : Sealed Oil Bath Duty Cycle : 100% X-Ray Detector : "L"-Shaped array	Since as per AERB the maximum tube current should be 1.2 mA hence request you to kindly consider that and clarify.	Please refer reply of query no. 12.
17	Part 2, Section VII-C.5, Particular Specifications (CAMC)	Clause 13, Delay Damages	13. Delay Damages a. In case of delay in carrying out scheduled maintenance as per agreed maintenance schedule a delay damage @INR 1000/day for individual equipment will be applicable. b. In case of delay in responding to breakdown a delay damage a. @ 100/hour for minor breakdown for each incident shall be levied b. @ 500/hour for major breakdown for each incident shall be levied c. Fault in machine shall be attended as per the above schedule failing which a delay damage @INR 2000/day for each case for minor fault and @INR 5000/day for each case for major fault shall be recovered from the forthcoming bill of AMC. d. In case the fault either minor/major is not attended within the stipulated periods after notification and more than 72 hours, the delay damage shall be charged @ 5% of the gross bill of forthcoming quarter.	Since the penalty upper cap is not defined, hence request you to kindly clarify the upper cap for the same.	In reference to the Section-IX, PCC, clause no. 35, Maximum Amount of delay damages which is 10% of contract price will be applicable for the CAMC period. During CAMC period, contract price will be considered as total CAMC cost of Three years.
18	Part 2 Section VII-C.1, Particular Specification (X-ray Baggage Scanner & Staff Gate)	SN 6 of Clause 4: Technical Specification & Other Requirements:	Conveyor capacity: More than 200 Kg evenly distributed, tolerance +10% or more.	Since the Conveyor capacity for Small Size XBIS is 160 Kg (evenly distributed as per MHA specification, while mentioned 200 Kg (evenly distributed load) conveyor capacity is for Large size XBIS, hence request you to kindly clarify.	Please refer reply of query no. 11.
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21	Part 2, Section VII-C.5 Particular Specifications (CAMC)	Clause 13, Delay Damages	13. Delay Damages a. In case of delay in carrying out scheduled maintenance as per agreed maintenance schedule a delay damage @ INR 1000/day for individual equipment will be applicable. b. In case of delay in responding to breakdown a delay damage a. @ 100/hour for minor breakdown for each incident shall be levied b. @ 500/hour for major breakdown for each incident shall be levied c. Fault in machine shall be attended as per the above schedule failing which a delay damage @ INR 2000/day for each case for minor fault and @ INR 5000/day for each case for major fault shall be recovered from the forthcoming bill of AMC. d. In case the fault either minor/major is not attended within the stipulated periods after notification and more than 72 hours, the delay damage shall be charged @ 5% of the gross bill of forthcoming quarter.	Since the penalty upper cap is not defined, hence request you to kindly clarify the upper cap for the same.	Please refer reply of query no. 17.
22	Part 3 Section IX, PCC	Clause 36, Defect Liability/AMC	A penalty of Rs.2000/- per day in DLP/AMC period will be imposed if Defect / complaint is not attended within 24 hrs from the time and date of notice.	Since the penalty upper cap is not defined, hence request you to kindly clarify the upper cap for the same.	Please refer reply of query no. 17.
23	Part 3 Section IX, PCC	Clause 36, Defect Liability/AMC	A penalty of Rs.2000/- per day in DLP/AMC period will be imposed if Defect / complaint is not attended within 24 hrs from the time and date of notice.	Since the penalty upper cap is not defined, hence request you to kindly clarify the upper cap for the same.	Please refer reply of query no. 17.

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