

## COCHIN PORT TRUST

Name of Work: **Up-gradation of existing Vessel Traffic Management System (VTMS) of Cochin Port as per scope of work and Comprehensive Maintenance(AMC) of the System for the next 5 (five) years**  
 Tender No.: **DC/ VTMS/2019 dated 18/11/19**

Clarification on the queries raised by various bidders during Pre Bid Meeting held on 02/12/19

S. No	Para	Page No.	Description as per Tender Document	Query	Clarification
1	NIT 4 (A) (c) 2nd Para	12	The above completed work shall be with or without AMC	The tender floated by Cochin Port Trust states that the system is to be Installed and Commissioned and thereafter the system will be under warranty for 1 year + comprehensive annual maintenance contract for 5 years - for new sensors supplied & 6 years comprehensive annual maintenance contract for old system. However, the Minimum Eligibility criteria states that the above work shall be with or without AMC experience. We strongly oppose to this criteria, since AMC is one of the major component of the specified work desired by Cochin Port Trust, we firmly believe that experience in AMC must be considered and hence "without AMC" experience clause must be expunged.	Tender condition prevails
2	4 (C) a	12		Will be copies of satisfactory completion certificates from the client, which clearly indicate the value and the scope of work also be accepted by the Evaluation Team as Copies of supply orders?	Yes
3	5 (4)	13	Last date and time of submission of Tender 20/12/2019 at 1500 Hrs	Please be noted that due to upcoming christmas vacation in Europe we expect delayed response from equipment vendors during this time of the year so it is requested that the last date of bid submission be extended until 2nd week of January'2020.	Tender condition prevails
4	6 & Form 9.1 Sec A	14 & 95		Sensors: On page 14 and throughout the tender you mention dual transceiver with 25kW. In the price schedule for Import Component of the Tender you mention Solid State. In our understanding there is a mismatch of these two requirements. Solid State technology works normally with lower power (50W, 80W, 200W), Magnetron based radars uses 25 kW. Please kindly specify, which kind of radar type do you require? If a Solid State radar is considered in this tender, please kindly revise the budget provided. The cost for a Solid State radar are considerably higher than of a Magnetron base radar.	Proposal is for X Band Single Polarization magnetron based radars, ammendment will be issued
5	NIT Para 6	14	The equipment shall be   Instead of Switchable option with 12 commercial off the shelf..... a) 2 Nos of X band Radars dual Tx Rx 25 Kw down mast dual polarization (H/C) 12 SWG antenna system with all relevant accessories.	Instead of Switchable option with 12 ft antenna it is recommended that we use antenna with single polarization. (Circular) We believe that circular polarized antenna is the best option with respect to the rain conditions in the State. Kindly clarify whether we can provide antennas having the specs of circular polarization instead of the switchable option	X Band Single polarisation (Horizontal) is proposed. Ammendment will be issued.
6	3.1 general	17	The equipment and materials used used for up gradation work shall be of best quality....., shall be of the latest state of art technology	AIS specifications provided in section 6.3.2 are outdated and cannot be considered as latest technology specifications. We kindly request Cochin Port Trust to revisit these specifications to meet today's standards.	IALA 1111 Standard is proposed. Ammendment will be issued

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7	3.4 3.4.3	17 18	Minimum Qualification Criteria:-It is essential that tenderers shall have prior experience in installation and commissioning of VIMS in any..... or Upgradation.....	Since AMC is one of the major components (6 years for the existing system and 5 years for the new components) of the specified work, we firmly believe that experience in AMC must be considered and must be added in the Minimum Eligibility Criteria. It must read as experience in Installation, Commissioning and Maintenance of VIMS.	Tender condition prevails
8	3.4.3 last para	18	In case the tenderer unable to produce the copies of supply Orders.....	This is against the very terms and conditions set forth in the documents desired to establish the Minimum Qualification criteria stated at clause 3.4.3. Bidders must submit copies of work order and must not be given such relaxation and hence request for removal of such clauses.	Tender condition prevails
9	3.4.3	19	The tenderers should also upload notarized/self-attested copies of FAT (Factory Acceptance Test), SAT (Site Acceptance Test) and certificate(s) of satisfactory completion of the project and performance of the same during warranty period of one year in respect of each work.	FAT documents are confidential and for individual customer only and will require prior approvals to share. For all projects PO and completion certificate are accepted as proof of qualification. Kindly review and accept.	FAT, SAT documents are optional, ammendment is being issued.
10	3.4.5 (e)	20	In case of bid submitted by JV/ Consortium the minimum qualifying criteria except financial turnover can be fulfilled collectively by the partners of the JV / Consortium. However the lead partner of the JV / Consortium shall meet the minimum qualifying criteria of financial turnover. The most experienced partner shall be nominated as the lead partner. The most experienced partner shall be identified based on the total value of the eligible works done by the partners furnished as per annexure.	When the lead partner meets the Financial Turnover criteria and is submitting bid in consortium with VTS OEM stating joint responsibility towards the delivery of contract. In such case, experience of any member of consortium will be accepted to meet the Min. Qualification Criteria. Kindly confirm.	Yes
11	3.5 (ii)	21		"The scanned copy of all documents to prove the MQC as above and originals of receipt for tender fee and EMD shall be submitted in sealed envelope to the Deputy Conservator's Office of Cochin Port Trust on or before the date fixed or extended date (if any). The tenders who fail to submit the above document on or before the time and date prescribed shall be summarily rejected." Please advise. Do this documents have to be sent by the 20.12. to COPT?  In case the documents have to be submitted in hardcopy on the 20.12.2019, please keep in mind that acquiring these documents take a considerable amount of time and also sending them from Europe to India takes time. Since Christmas season is already starting, a lot of companies and governmental subsidiaries are not working with full workforce. Therefore we kindly ask to extend the submission date of at least 6 weeks after all questions have been answered by the CoPT.	Yes hard copies are to be submitted by 20/12/19 at Cochin Port Trust and this date is not being changed.

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12	3.5 (ii)	21	<p>The bidder shall upload the tender document through e-Tendering portal www.tenderwizard.com/COPT on or before the due date of tender submission. The required certificates / documents to prove the MQC, Integrity Pact and cash receipt/ DD/ BG in lieu of cost of tender documents and EMD shall be scanned and uploaded to the e tender portal on or before due date of submission of tender document. The scanned copy of all documents to prove the MQC as above and originals of receipt for tender fee and EMD shall be submitted in sealed envelope to the Deputy Conservator's Office of Cochin Port Trust on or before the date fixed or extended date (if any). The tenders who fail to submit the above document on or before the time and date prescribed shall be summarily rejected.</p>	Kindly advise final list of document that needs to be sent in Original to CoPT as apart from the EMD, Tender Fee, Integrity Pact there seem to be also document which is required to be submitted for MQC additional we are required to submit the Power of Attorney in Original. It would be best if list of all the documents that need to be submitted in original be provided to avoid any chance of been missed by any bidder.	Given in Para 3.10, 3.11, 3.12
13	3.11.4	26	List of spares required for 5 years period.	We understand this would be spares list without pricing, pls confirm.	Yes
14	3.12	26	Signed tender document in Hard Copy	Please clarify, if its scanned copy or hard copy should be submitted in the same envelope that of Integrity Pact, Tender Fee, EMD etc?	Yes refer Para 3.5
15	3.12	26	Tender Document (Hard Copy)	Are the bidders required to submit the hard copy of the tender documents as well. Kindly clarify	Yes refer Para 3.5
16	3.13	27	Tenderer's Qualification and Past Experience (hard copy)	Please clarify, if its scanned copy or hard copy should be submitted in the same envelope that of Integrity Pact, Tender Fee, EMD etc?	Hard Copy.
17	3.10 (ii) E	26	<p>AMC- 'The charges for Maintenance' of the up-graded system for a period of five (5) years after the warrantee period of one year and six (6) years for existing equipments, as per BOQ shall be quoted in INR exclusive of GST. Spares shall be quoted inclusive of GST. The comprehensive maintenance (AMC) will be inclusive of all spares.</p> <p>The contract shall be on the total cost of all the above, exclusive of duties and GST. The tenderer should ensure that the quoted prices are not mentioned anywhere in the 'Technical bid directly or indirectly'. If any such mention is made, the tender shall be treated as invalid and shall be rejected.</p>	In order to provide even platform for all bidders it is requested that CoPT shall recommend minimum spares that need to be supplied by all bidders.	Tender condition prevails
18	3.11.4	26	List of spares required for 5 years period.	In order to provide even platform for all bidders it is requested that CoPT shall recommend minimum spares that need to be supplied by all bidders.	Tender condition prevails

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19	3.16	28	Signing of Tender	Kindly confirm if POA in original to be submitted before the tender submission date.	By the submission date and time in original see para 3.10 Part 1 a)
20	3.23	31	Custom Duty (2) Custom Duty will be paid by CoPT as applicable to the relevant custom code (applicable for VTMS installation in Ports). Any change in the duty structure will be taken in to consideration	Request consider the Custom duty is required to be paid directly by CoPT to Custom authorities within a stipulated period of shipment notice and arrival of goods. Any delay in payment of Custom duty by CopT to Custom authorities, shall result in demurrages Charges which shall also be paid by CoPT to the Custom Authorities . Request issue necessary amendment	Tender conditions stands. CoPT will release Custom duty within due date on receipt of payment advise from customs through custom house of agent. Any delay from agent resulting in demurrages charges shall be on contractors account.
21	3.23 (1)	31		"The Foreign Currencies shall be converted in to Indian Rupees (INR) based on the 'TT' selling rates of SBI on the date of date of submission of Tender. (This exchange rate is only for the purpose of comparison/evaluation of the bids.)" Please confirm that, the prices which are given in foreign currency in the price bid will be payed by CoPT in this foreign currency in case of awarding the tender to the bidder.	Yes confirmed
22	3.23 (4)	32		"The AMC Cost will be calculated by NPV (Net Present Value) at a discounted rate of 6%. Please kindly explain in more detail.	The multiplication factors are indicated in the Price Bid Form 9.5
23	3.25	32		"Income tax as applicable will be deducted from the bills at source. Separate Work Orders will be placed for supply of items, work/service potion, and for Maintenance (AMC) contract." Please confirm, that the Maintenance (AMC) for 6 years will be ordered by Work Order outside of this tender? Also please kindly confirm, that the budget given for this tender exclude the AMC of 6 years.	The order for AMC is part of the tender, budget includes cost of AMC
24	3.25	32	Income- Tax and Placement of Work Orders	Kindly advise contact details of CoPT tax consultants in order to consult with them the TDS part.	Tenderers have to consult any Tax consultant
25	3.25	32	Income-Tax and Placement of Work Orders Income tax as applicable will be deducted from the bills at source. Separate Work Orders will be placed for supply of items, work/service potion, and for Maintenance (AMC) contract.	Request Clarify and issue necessary amendment on the following:- (a) What is the percentage ( % ) of income tax, that is deducted from the bills at source. (b) Does this apply to work carried out by foreign bidder/contractors?	For imported equipment no TDS Local equipment - supply no TDS for IT, TDS of 2% on GST Local works & Services TDS - 2% for IT + 2% of GST AMC Service - TDS 2% for IT + 2% of GST (Above only indicative, Tax rules will apply)
26	3.25	32	Income- Tax and Placement of Work Orders	Any withholding tax in case of foreign payment?	No

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27	4.4.4	37, 38	4.4.4 BANK GUARANTEE Bank Guarantee for AMC 5 (five) year period	Request Clarify and issue necessary amendment on the following:- (a) After completion of warranty period, contractor shall furnish Bank Guarantee for 10% of AMC cost for each year valid for 15 months for the 5(Five) year AMC period till completion of Maintenance Contract. (b) BG to be renewed yearly for the respective year's cost prior to expiry of previous BG furnished on each year.	Amendment being issued
28	4.5.1	38		Site visit: Due to the very limited time available before the scheduled pre-bid meeting and the fact, that organizing a journey from Europe to India takes some time. In accordance with Christmas holiday coming up in December, we kindly ask to extend the possibility for a site visit until End of January 2020. A second pre-bid meeting should be held after the site visit has taken place. As consequence therefore, we kindly ask to extend the submission date for the tender documents to 6 weeks after having answered all questions asked by CoPT.	Tender conditions prevail
29	4.7	39	4.7 Care of Works The contractor shall take full responsibility for the care of the work and materials and plant for incorporation therein from the commencement date until the date of issue of the taking over. However, the contractor shall be fully liable and responsible for the safe custody of all the equipment/accessories supplied during the one year warranty period and thereafter during the 'AMC' period of 5 years till these equipment and other accessories are handed over back to CoPT.	The duration for which Contractor shall be responsible for the safe custody of the equipment is till the date of Taking Over Certificate is issued.  The equipment once taken over by CoPT the safe custody and the Insurance of the equipment will be in the scope of CoPT.  Request review the above and suitable amendment be issued.	Amendment being issued
30	4.7	39	<u>Care of Works</u> The contractor shall take full responsibility for the care of the work and materials and plant for incorporation therein from the commencement date until the date of issue of the taking over. However, the contractor shall be fully liable and responsible for the safe custody of all the equipments /accessories supplied during the one year warranty period and thereafter during the 'AMC' period of 5 years till these equipments and other accessories are handed over back to CoPT.	This clause is completely one sided as after delivery of material on site the security should be under CoPT as it's inside CoPT premises.	Amendment being issued
31	4.8	39	Responsibility to Rectify Loss or Damage - If any loss or damage happens to the works, or any part thereof, or materials or plant (including damages due to lighting), for incorporation therein, during the period for which the contractor is responsible for the care thereof, from any cause whatsoever, the Contractor shall, at his own cost,	Damage due to lighting to be categorised as force majeure as such incident will be out of bidders control.	Tenderers have to insure the equipment against all risks (Para 4.31 as amended)

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32	4.8	39		Responsibility to Rectify Loss or Damage: In our understanding, a contractor can only be held liable for his own work or responsibility. Force majeure is not the responsibility of the contractor. We ask kindly to limit the responsibility to the system delivered and under AMC contract. He shall be only responsible for his own work. Force majeure and damages caused by third parties, should be excluded from the responsibility of the contractor.	Tenderers have to insure the equipment against all risks (Para 4.31 as amended)
33	4.8	39	4.8 Responsibility to Rectify Loss or Damage If any loss or damage happens to the works, or any part thereof, or materials or plant (including damages due to lightning), for incorporation therein, during the period for which the contractor is responsible for the care thereof, from any cause whatsoever, the Contractor shall, at his own cost, rectify such loss or damages so that the works confirm in every respect with the provisions of the contract to the satisfaction of the Engineer. The contractor shall also be liable for any loss or damage to the works occasioned by him for the purpose of complying with his obligations under Clause 4.23.	Within any contract, the customer has a responsibility to only use the equipment in the manner for which it was supplied and to protect it from damage. A contractor cannot be held responsible for misuse and lightning (under contract law) is an Act of God.  Damage due to misuse must be the customer's responsibility and outside of the contract. The contractor can only accept responsibility for "Act of God" damage if the customer defines how many lightning strikes he wishes to be covered by the contract. Request Recommend that this clause is deleted.	Tenderers have to insure the equipment against all risks (Para 4.31 as amended)
34	4.8	39	Responsibility to Rectify Loss or Damage	This clause is completely one sided and do not provide any cover to contractor as loss/damage to VTMS component due to force measures (lightening, fire, earthquake, war, adverse weather conditions like storm) & can not be predicted. Hence we request to remove this clause form tender requirements.	Tenderers have to insure the equipment against all risks (Para 4.31 as amended)
35	4.9	39		Damage to Persons and Property: As mentioned in Question No. 08. A contractor should be held liable for his own work. Also a limitation in the amount of money to compensate for Damage to Persons and Property should be mentioned. We kindly ask to clarify this point and provide all bidders with the limitation of compensation damages.	Tenderers have to insure the equipment against all risks (Para 4.31 as amended)
36	4.9	40	Damage to Persons and Property	Indemnities given by Wärtsilä shall be based either on Wärtsilä's (i) breach, non-compliance or negligence; or (ii) ownership of property or control of employees.  The indemnity at clause 4.9 needs to be amended slightly so that we, the Contractor, are only indemnifying the Employer against death, injury or damage which has been directly caused by the Contractor's breach, non-compliance, negligence.	Tender condition prevails
37	4.16 & 4.17 (f)	41	Time of completion	It will be duly considered by Cochin Port Trust that delays in WPC licenses are inevitable. We appreciate that the same has been considered in the tender for extension of completion period however we also request that payments must not be withheld in the same case. Kindly clarify	Payment will not be withheld.

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38	4.16	41	Time of Completion - The entire works should be completed, within 6(six) months from the date of issue of firm 'Work Order' or such extended time as may be allowed under Clause 4.17.1	Kindly extend the completion period up to 12 months as manufacturing and onsite delivery of Radar itself takes approx. 6 months.	Tender conditions prevail.
39	4.16	41	Time of Completion The entire works should be completed, within 6(six) months from the date of issue of firm 'Work Order' or such extended time as may be allowed under Clause 4.17.1	The tender stated timeline for completion of project is 6 months that seems to be very short as procurement, manufacturing of key VTMS sensors (Radars) by OEM/Supplier generally take long delivery time of 6-7 months and hence request to consider this time line at least 10 Months.	Tender conditions prevail.
40	4.18.1 B I & ii	42	i. The minimum level of operation required of the system is with one Radar display with A.I.S. on at least one Operator Console along with one operational VHF. Failure to maintain the VTMS with the above minimum requirement will entail nonpayment of AMC charges and a penalty equal to the rate of the AMC calculated on a pro rata daily basis for the entire period. ii. In the event of a breakdown of some of the equipment of the VTMS but the system is able to be operated on the minimum level of operations as described in (i) above the breakdown must be rectified within seven days. Failure to do so will result in nonpayment of the AMC charges on a pro rata daily basis for the period that the system is not fully operational beyond the seven day period.	1) - If performance levels (ie SLAs) are binding on Wärtsilä the consequences in case of Wärtsilä not fulfilling such agreed performance levels must be compensated via Liquidated Damages and capped. They are currently uncapped!  The liquidated damages as set out here need to be capped at a maximum of 10% of the Annual Turnover for the Maintenance Services.  2) - CoPT has already considered & stated the minimum system operational requirement as clause no. 4.18.1 (i). In reference to above in clause mentioned, the 7 days rectification period should be counted from date of receipt of spares to site(cochin port). Because we can not keep the 100% spare in stock for complete system instead we will be having only OEM recommended spare part for stock. For some of the 3rd party supplier outside the india will have more than 4-6week lead time delivery for spares with addition to delivery.	Tender conditions prevail
41	4.18.1 B ii	42	In the event of a breakdown of some of the equipment of the VTMS but the system is able to be operated on the minimum level of operations as described in (i) above the breakdown must be rectified within seven days. Failure to do so will result in nonpayment of the AMC charges on a pro rata daily basis for the period that the system is not fully operational beyond the seven day period.	Being specific purpose equipment used in VTMS, sometimes we need to send some spares back to manufacturer's for repair and receive back. In this case 7 days turnaround is impossible considering the travel time, export/import regulations etc. This should be increased atleast to 1 month.	Tender conditions prevail
42	4.18.2	43	Taking over certificate	Can you please specify the reasonable time period which will be taken for issuance of such certificates.	On satisfactory completion of project The Taking over Certificate will be issued in reasonable time, as per the conditions late down in Clause no. 4.18.2.
43	4.20 & 4.21	43	Variation allowed at additional price	We understand this will be for work beyond those specified in the tender so that it would not permit any misinterpretation which may lead to under quoting by a bidder.	Tender conditions prevail

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44	4.24.1	45		Terms of Payment: Due to the kind of project, we kindly ask to pay 40% of cost of each equipment/item, along with 40% cost of installation, commissioning and service, after signing the contract. 40% of cost of each equipment/item based on the documentary evidences after receipt and acceptance by the employer. And 20% of the balance cost of the each equipment/item after successful installation, testing, commissioning and acceptance of the total upgraded 'VTMS' system along with 60% cost of installation, commissioning and service charges.	Tender condition prevails
45	4.17.1	47	Extension of Contract	Request Clarify and issue necessary amendment :- The Extension period issued shall be without levy of any LD on the Contractor.	Will be on a case to case basis as decided by the Engineer
46	4.31	49	4.31 Insurance of equipment The contractor has to insure the equipment against all risks of transit damages and any other damages until handing over and commissioning of the system and up to completion of warranty period. Subsequently the CoPT shall insure the equipment and same will be renewed every year.	Request amend the para as follows: "The contractor has to insure the equipment against all risks of transit damages and any other damages until handing over and commissioning of the system <del>and up to completion of warranty period.</del> Subsequently the CoPT shall insure the equipment and same will be renewed every year."	Amendment being issued
47	4.29 (i)	49	The rate shall the quoted exclusive Custom Duty and GST which are payable/reimbursable at actual by CoPT against documentary proof. The Custom Duty will be paid directly to the customs as per assessment carried out through custom house Agent.	Kindly confirm that the consignee/receiver of shipment would be CoPT?	Yes
48	4.31	49	Insurance of equipments The contractor has to insure the equipments against all risks of transit damages and any other damages until handing over and commissioning of the system and up to completion of warranty period. Subsequently the CoPT shall insure the equipments and same will be renewed every year.	In the event of delay in completion of project due to some uncontrolled event (e.g. WPC/DGFT licensing of RF equipments, adverse weather conditions etc) will the client/COPT will consider the reimbursement of insurance cost to contractor for those additional delays in completion of project? CoPT to clarify/Confirm.	No. Para 4.31 (as amended) will prevail
49	6	52	SYSTEM SPECIFICATIONS Section -6 - b) Providing information to Vessels during bad weather conditions regarding traffic situation.	As per SECTION – C, Form No. 9.3, 3 a) it has been mentioned that existing Hydro/ Met system to be dismantle. Please confirm if bidder to proposed new weather station to provide weather information.	No
50	6.1	52	The Scope of Work - Port Control station:- c) Other necessary ancillaries and sensors required for satisfactory operation.	Please provide list of other necessary ancillaries and sensors to be included in proposal.	If any, Tenderer may visit site for the same
51	6.1	52	The Scope of Work - Other equipment's:-b) Communication Link (Microwave Link-Optional).	Please advise if existing Microwave Link shall be included under AMC scope of this tender. Also, pls confirm that replacement of MW link, when current equipment is EOL and can no longer be maintained, will be procured under variation order.	Yes
52	6.1	53	The Scope of Work-Remote Monitoring Terminals:- a) 4 nos. display Remote Monitoring display units (slave mode) –Port Administrative buildings. (24" dual LCD monitors)	Please advice the Location/Office for the Remote Monitoring display, and the existing Connectivity between server rack to Workstation are available.	One in New Admin Blding and three in the old Admin Building

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53	6.1.2	53	Installation - The tenderer shall clearly specify the type and format of input signal required from the other systems (if they are not under his scope of supply).	Please advise list and details of other system (Make/Model) to be interface with VTS SW	Three VHF sets; Make ICOM Model: ICM 422
54	6.1.3	54	Maintenance of the system - There should be adequate trained manpower available for maintenance of the system on 24x7 basis and stock of essential spares. All such details are to be provided in their technical bid proposal.	Please confirm if 24 x 7 manpower needs to be stationed CoPT VTS site or they can be stationed at bidders office in Cochin and attend the service call as per tender requirements.	Yes
55	6.1.2 / 6.16.3	54 , 76	Suitable lightning arrestors to be provided	Please confirm if we will be using existing lightning arrestors. Alternatively, the same shall be added as mandatory BoM	Please see Para 6.16.3
56	6.1.7	55	Future Up- Gradation of the System The successful tenderer shall provide all the revised versions of software, PROM, EPROM during the warranty as well as the AMC period. The tenderer shall clearly indicate the number of years that the system will be supported by the supplier.	CoPT to confirm, with given clause tenderer to include cost of all future revised software upgrade during warranty and AMC period?	Yes
57	6.1.7	55		Due to the kind of hardware it will be nearly impossible to deliver revised versions of PROMS and EPROMS for the warranty period and AMC. In case the upgrade of software requires new underlying hardware, normally the whole hardware will be exchanged. We kindly ask to delete this requirement.	Tender condition prevails
58	6.2.3	56	Target Types /Range - The radar video processing system shall ensure all targets of interest are reliably detected and processed. The PPSMB radar processing system shall meet the target detection and tracking requirements.	Please advise what is PPSMB	Part of software
59	6.2.2	56	Wind 3 to 1125 km/hr	This needs to be corrected as mentioned at 6.31 as Maximum Operational wind speed – up to 100 knots Request issue necessary amendment	Read as 112.5 kmph. Amendment being issued
60	6.2.2 (b)	56	Performance Requirement (b) Rain fall 25 to 35 mm/hr. Wind 3 to 1125 km/hr	Wind Speed seems to be typo error, CoPT to confirm?	Read as 112.5 kmph. Amendment being issued

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61	6.2.3	56,57	<p>Target Types Range</p> <p>The radar video processing system shall ensure all targets of interest are reliably detected and processed. The PPSMB radar processing system shall meet the target detection and tracking requirements.</p> <p>The following are the target types that are required to be detected by the radar shall be capable of detecting small and high speed vessels under normal and adverse weather conditions.</p> <p>The radar shall be capable of detecting up to maximum range of 22NM and minimum range of 0.25 NM (Note: The detecting ranges mentioned above may be taken as guidelines only. The tenderer shall furnish the calculations of detection using CARPET 2.0 with reference to the RCS.)</p>	CoPT to provide details of target types or RCS,ASL info of target for Carpet calculation or suggest if tenderer can select the target types from IALA V-128 manuals? CoPT to confirm.	Yes
62	6.2.4 & 6.3.1	57 & 59		Horizontal Beam width: the horizontal beam width is mentioned once with $\leq 0,7^\circ$ and once with $\leq 0,65^\circ$ . Please confirm, that $\leq 0,7^\circ$ horizontal beam width will be required.	Amendment being issued
63	6.3.1	57	<p>6.3.1 Radar Sensor System</p> <p>There is a dedicated Microwave link is already provided for high speed IP connection between two radar locations. It covers an adequate distance. However, the Tenderers are required to check the functionality part. If needed the link has to be replaced with an adequate capacity</p>	<p>Request provide the details of existing Licence for Microwave Link (Frequency and bandwidth ) and the validity of the same.</p> <p>Details of existing Microwave link Operational status and equipment fitted.</p>	Present Microwave does not require a license
64				A 12ft antenna with switchable polarisation may not be available off the shelf. Please confirm that if this is the case, the project budget and project duration will both be extended to enable the supply of 18ft antenna with switchable polarisation. Or is an alternative solution acceptable?	Amendment being issued
65				Please confirm radar performance requirements. The specification states IALA Standard but requests a 12ft SWG antenna. This type of antenna will not achieve IALA standard performance. It is requested that the performance requirement should be amended to IALA Basic.	IALA 1111 Standard is proposed. Ammendment will be issued

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66	6.3.2	60,61,62	<p>AIS SYSTEM Standards Compliance The AIS Base Station shall comply with international standards and shall be approved in accordance with the standards of the European Marine Equipment Directives. It shall be fully compliant with the following. IEC62320-1, IEC61993-2, IEC60945, IEC60950, IEC61162-2, ETS301489-1, ITU-1371- 1.2, ITU-R.M.825-3 ☐ SOTDMA (Self -Organising Time Division Multiple Access) protocol (IMO) approved.</p>	<p>1. CoPT tender stated AIS base station requirements seems to be taken from very specific AIS BS supplier. Can bidder provide/propose some other IALA A-124 recommendation Compliant AIS Base station as per his experience and meeting most of tender requested specifications., Please confirm.</p> <p>2. SOTDMA (Self -Organising Time Division Multiple Access) protocol (IMO) approved – is not relevant to AIS Base Station. It uses FATDMA and RATDMA according to IEC 62320-1</p>	Amendment being issued
67	6.3.2	60 , 61	<p>AIS System - Technical Specifications - Interfaces - RS 232 or RS 422..... 5X DB9, Interface Port Specification. - Digital..... I/O 3X Digital inputs (open drain ,up to 50 VDC, 150mA), Display..... RS232.</p>	<p>The specification mentioned are favoured to specific OEM i.e. Transas T214 AIS Base Station and they can only fully comply with specification as required by Tenderer. It is recommended to allow remove following requirements - Interfaces - RS 232 or RS 422..... 5X DB9, Interface Port Specification. - Digital..... I/O 3X Digital inputs (open drain, up to 50 VDC, 150mA), Display..... RS232. as these specifications are not mandatory as per IALA requirements</p>	Amendment being issued
68	6.3.2	61	<p>AIS System - Transmitting vessel tracking data from radar tracking system to mobile AIS units via AIS VHF data links.</p>	<p>Please provide more details and specific requirements of Transmitting vessel tracking data from radar tracking system</p>	Amendment being issued
69	6.3.3	62		<p>VHF: Please specify which model of VHF Sets of ICOM are used or which interfaces are supported by these models.</p>	<p>Make ICOM Model: ICM 422</p>
70	6.3.3	63	<p>VHF System - Port is already using 3(three) VHF Sets of ICOM make are in working condition. The tenderers are required to interface the sets with new system.</p>	<p>Please advise model of 3(three) VHF Sets of ICOM As per our Site survey the existing model is ICOM-IM-422? Please not this Icom Radio don't have any Slave output for full VHF Recording. We have to either change the model or record only the speaker output (Rx only). kindly advice?</p>	<p>Make ICOM Model: ICM 422 Analog</p>
71	6.3.3	62	<p>VHF STSTEM Port is already using 3(three) VHF Sets of ICOM make are in working condition. The tenderers are required to interface the sets with new system.</p>	<p>CoPT to confirm, the interface of existing 3 x Icom VHF Radio system is limited to recording of audio signal of 3 x Icom IC M422 VHF Radio to VTMS for later playback purpose only. Else specify otherwise.</p>	Yes
72	6.3.3	62	<p>6.3.3 VHF System. Port is already using 3(three) VHF Sets of ICOM make are in working condition. The tenderers are required to interface the sets with new system</p>	<p>Request provide the details of three existing VHF sets Make : ICOM Model No :</p>	<p>Make ICOM Model: ICM 422</p>
73	6.10.3	65	<p>TRACKS Parked track: Tracks may be "parked" once they are along-side or anchored. Parked tracks maintain their continuous link to the future MIS Database so that once they are "un-parked" the administrative data remains.</p>	<p>CoPT to clarify, the given tender required specification on " parked tracks maintain their continuous link to the future MIS Database once they are "Un-parked" the administrative data remains?</p>	Yes

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74	6.11	66	Labels: - It shall be possible to customize the labels to show various information related to the target. Further it should be possible to align the label with respect to the target in any one of 12 sectors	not clear what are these sectors? Can we consider this as different Chart Windows on different ODUs?	Indicates the position of the Target Label should be able to be shifted so as not to obscure any other target / data
75	6.12	68	DISPLAY SYSTEM The console shall be equipped with telephone facility for normal shore to centre communication and VHF system for centre to ship communication.	Is CoPT tender stated telephone facility for normal shore to centre communication can be interpreted as provision of telephone near each 3 x operator display consoles in admin building? CoPT to confirm.	Telephone lines are available to be interfaced into the recording
76	6.15	74		VTS-Database: "VTS Database package should include: Server running MS SQL Server 2008". As under 6.13 Point 10. the Operating System can be Windows/UNIX/LINUX. Since VTS Database require a complement Operating System requiring a VTS database based on MS SQL Server2008 allows only a MS Windows Operating System. To keep the Tender more competitive and open to all bidders, the VTS Database should be based on any SQL database package running on either Windows, UNIX or LINUX (like PostgreSQL).	Any SQL database package
77	6.1.3	74	'VTMS' Computer System 4. Disk storage 5. Multimedia disc storage 7. DAT drives 9. High-speed back tape drive systems	What is the difference between Disk storage and Multimedia disk storage? Is it same? What is the difference between DAT drive and High-speed back tape drive? Is it same?	Anyone is acceptable
78	6.15	75	VTS DATABASE The 'VTS' Database shall enable VTS Operators to plan, activate and complete voyages including the following functional areas: · Application Security      · Incident Management · User Administration      · Waste Management · Base Data Management    · Historic Data Overview · Vessel Administration    · Report Generation · Voyage Management      · Online Help. The supplier will have to furnish details of these functional areas.	This is not a standard VTS database requirement instead seem to be a PMIS (Port Management Information system) requirement, kindly clarify.	Amendment being issued
79	6.16.2	76	Uninterrupted Power Supply Unit (UPS UNIT) The Power Supply switch Boards are outdated and needs replacement.	CoPT to provide the location of Switch Board and quantity for replacement.	2 nos. One at administration building and one at puthu vyyppin radar site.
80	6.18	77	6.18 Civil and Electrical Works (ii) Under electrical works it is proposed to replace both the 'Electrical Control panels', as per existing model.	Request provide the details of Existing Electrical Control Panel, capacity and Schematic Diagram	Tenderer may visit site

S. No	Para	Page No.	Description as per Tender Document	Query	Clarification
81	6.17	77	The system shall have the feature for recording and playback of telephone conversation to the 'VTMS' centre (four lines).	Please confirm if these telephones are Analog or IP phones	Analog
82	6.17	77	Recording and Play Back System The system shall have the feature for recording and playback of telephone conversation to the 'VTMS' centre (four lines).	CoPT to confirm the telephone lines are analogue(PSTN) or digital IP telephone lines for recording? Will these telephone lines are made available by CoPT for recording in VTS Control room or VTS Server room? Please confirm.	Analog VTS Control Room
83	6.18 (ii)	77	Civil and Electrical Works- (ii) Under electrical works it is proposed to replace both the 'Electrical Control panels', as per existing model.	CoPT to provide the location of existing electrical control panels, make model intended to replace.	2 nos. One at administration building and one at puthu vyppin radar site. Tenderer may visit site
84	6.19	77	Annual Maintenance (AMC) of VTMS System during Warranty Period of One Year and thereafter for 5 (Five) Years (Regarding Man Power); ☑ The contractor shall 'Maintain' the entire up- graded system during the warranty period of one year and thereafter for 5 (five) years including spares. The contractor shall also maintain existing equipments i.e. VHF sets, D.G. sets and UPS for a period of 6 years. The equipments shall be made available for use as per clause no. 6.2.6 (i.e., system availability) failing which penalty shall be applicable as per clause 4.18.1.	CoPT to confirm if due to aging of old existing equipment are gone BER- beyond economical repair then in this case will CoPT consider the replacemet of these old item under variation order during Warranty/CAMC period?	Tender condition prevails
85	6.19	78	The contractor shall solely liable and responsible for complying with all applicable labour laws including Minimum wages Act, Employees Compensation Act, Provident Fund, ESI Act etc for all personnel employed by him under this contract.	Please advise if the AMC bills must should accompany with documentary evidence about such compliance? If yes, please advise which are these documents?	No documents are required but contractor to comply with all regulations.
86	8.4	93	(a) Telephone charges, royalty/license fees payable to the Ministry of Communication, WPC wing, and electricity charges during AMC contract shall be at Port account.	The royalty/license fees payable to Ministry of communications, WPC Wing during initial frequency licenses application as well as during warranty period should also be at CoPT account for all RF Equipment under CopT tender scope of supply. CoPT to confirm.	Yes

S. No	Para	Page No.	Description as per Tender Document	Query	Clarification
87	8.4	93	(c) Housekeeping work at Puthuvypeen radar site shall be arranged by the contractor. The following works are to be carried out on day to day basis. The wild growth/grass cutting should be done once in two months. The surrounding area should be kept clean. Diesel should be filled in the D.G. Set as when required. Water to be supplied as and when required & pumped in the over-head tank. Equipment and D.G Room should be kept clean. Toilet/bathroom should be kept clean.	Please advise exact area (meter square) to be cover under wild growth/grass cutting and cleaning clause. Water to be supplied as and when required & pumped in the over-head tank. - Please advise if this clause is about supply of water tanker? if Yes then who will borne the transportation charges. Also please confirm that maintenance of pump set is in CoPT scope.	Area may be inspected Water supply by tankers is by contractor including pump
88	9.1	95	SECTION 9 PRICE PROPOSAL, Form No. 9.1	For Installation & Commissioning of VTS System COTs and IT hardware (Such as Server, workstation, Displays etc.) can be purchase locally. Such items to be categorised under Indigenous/Local items of the tender	Tender condition prevails
89	9.1	95	Section A	1) X Band Radar of 12' dual polarization, dual transreceiver (2x25Kw), Solid state, this given requirement "Solid state" is confusing as the specs are for 25Kw magnetron based radar and the word Solid State should be removed. 2) AIS system should be provided in Administrative building instead of Puthuvypin. 3) Database system should be provided in Administrative building instead of Puthuvypin. 4) Dual redundant Multi tracking system should be provided in Administrative building instead of Puthuvypin. 5) Both Dual redundant Time server should be provided in Administrative building instead of Puthuvypin.	Amendment being issued
90	Form 9.3	99	SECTION – C Price Schedule for Services	Dismantling and Installation of Radar's crane will be provided by the CoPT?	No
91		100	NOTE; All the dismantled 'equipment mentioned in SI No. 3 (a)(b) should be listed properly and handed over to the CoPT and to be stored at designated place.	Kindly confirm location where to handover dismantled.	At respective sites i.e. Puthuvypin / Admin Building

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92	9.3	101	<p>Assistance for getting WPC /DGFT licences for import of 12 'X' Band Radars (Replacement to the existing Radars), Arranging licenses for, AIS for including in the existing licences.</p> <p>All required documentation (on line application) should be done by the contractor. Follow up action at Chennai/New Delhi till issue of licences.</p> <p>(Licence fees payable to WPC wing of the Ministry of communication and DGFT will be reimbursed by CoPT as per actual.)</p> <p>The work should be commenced immediately on issue of LOI preferably within a week.</p>	<p>The royalty/license fees payable to Ministry of communications, WPC Wing during initial frequency licenses application as well as during warranty period should also be at CoPT account for all RF Equipment under CopT tender scope of supply.</p> <p>CoPT to confirm.</p>	Yes
93	4	101	<p>DGFT and WPC :- Assistance for getting WPC /DGFT licences for import of 12 X'Band Radars (Replacement to the existing Radars), Arranging licenses for, AIS for including in the existing licences. All required documentation (online application) should be done by the contractor. Follow up action at Chennai/New Delhi till issue of licences. (Licence fees payable to WPC wing of the Ministry of communication and DGFT will be reimbursed by CoPT as per actual.</p> <p>The work should be commenced immediately on issue of LOI preferably within a week.</p>	<p>Request clarify and issue necessary amendment as suggested below -</p> <p>(a) All charges payable to Ministry of communication, WPC Wing and DGFT, including Royalty/license fee/renewal of licence for Radars, AIS and Microwave for operating the equipment,etc, shall be directly to paid by the Port Trust to the government agencies.</p> <p>(b) Any other charges, such as, bandwidth charges /Air time usage charges, etc, if any, shall also be directly paid by the Port Trust.</p> <p>(c) Contractor shall do the required documentation and follow up action with the Ministry of Communication and DGFT.</p>	Tender condition prevails
94	9.4	102	<p>Fabrication &amp; installation of a chamber for installation of wave guide/Transceiver units on 45 mtr steel tower (at about 30 mtr).</p>	<p>CoPT should provide the specification and size of the chamber including accessories such as air conditioning, lights, power DP etc</p>	<p>No, will depend on the equipment being supplied.</p> <p>Contractors are advised to visit the site</p>
95	Form 9.5	103	<p>NOTE: AMC Cost will be calculated as per NPV (Net Present Value) @ discounted rate of 6% per Annum</p>	<p>Please advise if 6% discount should be on amount excluding GST or on amount plus GST. If amount plus GST, then requested applicable GST rate should be advised by CoPT as it should same for all bidders. We request you to provide exact NPV factor per year to avoid misinterpretation.</p>	<p>Excluding GST, Please refer price bid.</p>
96				<p>Wärtsilä requires access to data in respect of software, equipment and/or services supplied by Wärtsilä and consequently a data collection clause must be included in the contract.</p> <p>"Notwithstanding anything to the contrary, Contractor shall have the right to collect data from the Products delivered and use such data, including but not limited, to support and develop its products, solutions and services. Data may be transferred within Wärtsilä Group and to third parties who act for or on its behalf for processing the data. Companies belonging to Wärtsilä Group shall own any enrichment, report or derivative work developed or derived from such data. The rights granted hereunder shall survive any termination or expiration of the Contract."</p>	Tender condition prevails

S. No	Para	Page No.	Description as per Tender Document	Query	Clarification
97				<p>Our solutions contain software so this contract must include a software licensing clause.</p> <p>“Contractor (Wartsila) grants to the Employer a perpetual, non-exclusive, personal, and non-transferable right (i) to operate the software incorporated within the VTMS delivered and/or made available to the Employer by the Supplier (the “Software”), in connection with the normal and proper use of the VTMS in accordance with the Specification and (ii) to make copies of the Software only where essential for Clause to be added:</p> <p>“Contractor (Wartsila) grants to the Employer a perpetual, non-exclusive, personal, and non-transferable right (i) to operate the software incorporated within the VTMS delivered and/or made available to the Employer by the Supplier (the “Software”), in connection with the normal and proper use of the VTMS in accordance with the Specification and (ii) to make copies of the Software only where essential for the operation of the VTMS or for archival or back-up purposes. Otherwise, Employer shall not copy, modify, disassemble, reverse-engineer or decompile the Software. Employer shall not use or attempt to use the Software except as authorised in this Contract. Employer shall not have any title or ownership to the Software other than ownership of the physical media. Employer acknowledges that all IPR in the Software and the Services (if applicable) belong to and shall remain vested in the Contractor or its licensors. None of the provisions of this Contract shall be interpreted in any</p>	Tender conditions prevails
98				<p>Wärtsilä’s liability for indirect and consequential losses and damages, such as loss of profit, loss of revenue and loss of use must be excluded in the Contract.</p> <p>All liabilities of Wärtsilä under the contract must be capped.</p> <p>1.1. Neither party excludes or limits liability to the other party for:</p> <p>1.1.1. fraud or fraudulent misrepresentation;</p> <p>1.1.2. death or personal injury caused by negligence;</p> <p>1.1.3. any matter for which it would be unlawful for the parties to exclude liability;</p> <p>1.2 Subject to 1.1 above, neither party shall, in any circumstances, be liable for any special, incidental, indirect or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the acts or omissions of such party, even if the other party has been advised of the possibility of such damages.</p> <p>1.3 Subject to Clause 1.1 above, each party’s entire liability under any provision of this Contract shall be limited to the amount actually paid by the Employer under this Contract for the immediately preceding twelve (12) month period.</p>	Tender condition prevails
99				<p>Implied legal warranties shall be expressly excluded. No fitness for purpose and/or representation shall be given for design or engineering work for example.</p> <p>The warranties and obligations on the Contractor set out in this Agreement are in lieu of all other express or implied warranties or conditions, including implied warranties or conditions of satisfactory quality and fitness for a particular purpose, in relation to this Contract.</p>	Tender condition prevails

S. No	Para	Page No.	Description as per Tender Document	Query	Clarification
100			Force Majeure condition	Request include Force Majeure condition in the tender	Tenderers have to insure the equipment against all risks (Para 4.31 as amended)
101				It is kindly requested to share and detail information on Cochin Port Trust bank account number for payment of tender docs and other bank operations for the tender.	Para 3.10 Part 1 (c) Tender charges to be submitted by DD hence bank account details not required.
102				As demanded in paragraph 3.9 (page 22) of the Tender Document, all supporting documents presented by the tenderer shall be in English only. It is kindly requested to clarify how the translations will be accepted in case of original documents (purchase orders, contracts, etc.) to be presented are not in English language. Is it accepted a simple and self attested translation realized by the tenderer to accompany the original document? As our company is working in a lot of different countries of the world, translations of all required documents to attest Minimum Qualification Criteria would engender an extra long work of translation. We would have to translate from Russian and from arab for example. For this issue we kindly ask you to eliminate the request of presenting also FAT and SAT of past experiences, due the fact that presenting supply orders/contracts and satisfactory completion certificate/performance certificate (in English or translated) emitted from the client should be considered enough to attest and certify the experiences of the tenderer.	yes
103				EXTENSION OF THE TIME OF COMPLETION Many factors could affect the effective time of completion of the overall project and the scheduled 6 months are not considered as an adequate timeframe for the wide number of activities to be performed. Therefore we kindly request to extend the time of completion to 9 months at least.	Tender condition prevails
104				In form 9.1 –Price Schedule (page 95 of Tender Document) the radar system technology is indicated as Solid State, but in all other parts of the tender document are mentioned magnetron based radar systems to be provided. We think this Solid State indication is a typing error and we kindly ask you to confirm this.	Amendment being issued
105				Kindly clarify if FOREIGN TENDERERS have to present tender documents on stamp paper, as requested in Annexure 2.1 (Form of Agreement) and Annexure 2.3 (Proforma of BG towards EMD).	Yes

S. No	Para	Page No.	Description as per Tender Document	Query	Clarification
106				<p>We kindly ask you to further clarify the scheduled presentation of Pre-Contract Integrity Pact and the of the Integrity Pact.</p> <p>Do tenderers have to present both Pacts?</p> <p>Can you please clarify when and how each of these two documents should be submitted?</p> <p>Tenderers have to sign and submit IP according to the form provided in the Appendix of the Tender Document (Pre-Contract IP) or downloading the IP form from Central Vigilance Commission website?</p>	<p>Only one pact.</p> <p>The document shall be signed as mentioned in the tender and uploaded along with tender. The original pre contract IP Document as provided in the appendix of the tender should be kept in the sealed cover and submitted directly to Deputy Conservator, CoPT on the date and time of opening the tender.</p> <p>No need to download the IP form from CVC website.</p>
107				<p>EARNEST MONEY DEPOSIT</p> <p>Kindly clarify what should be the duration of the EMD.</p> <p>Should it have a validity of 148 days (5 months) as indicated in the Annexure 2.3 or a validity of 4 months as indicated in page 23 of the Tender Document, paragraph 3.10?</p>	<p>Validity of EMD 120 days (Four Months) Necessary amendment will be issued.</p>
108				<p>Kindly confirm if Performance Security detailed in page 37 of the Tender Document (paragraph 4.4.4 Performance Bank Guarantee) will be provided only after work order.</p> <p>Kindly also confirm if after completion of warranty period, the tenderer can choose between providing the next BG for 10% of the cost of Maintenance Contract valid for 5 years or an annual BG on Maintenance renewable each year.</p>	<p>Yes</p> <p>Yes</p>