

MORMUGAO PORT AUTHORITY
FINANCE DEPARTMENT
(INFORMATION TECHNOLOGY CELL)

Ref.No. FA/IT(7-BOARDROOM)/2022/1179

Date : 07.10.2022

Subject: Supply, Installation, Testing & Commissioning (SITC) of Biamp TesiraFORTÉ AVB VT device

To,

1. M/s Innovative Systems & Solutions Pvt. Ltd, Mumbai
2. M/s Digital Workspace Pvt.Ltd, Mumbai
3. M/s Progility Technologies Pvt. Ltd, Bangalore
4. M/s RITSnet, Goa
5. M/s Sparkal Systems, Pune
6. M/s Pro Imaging Technolgies, Goa

Dear Sir,

Sealed Bids in two parts (Cover I - Technical Bid & Cover II – Price Bid) are invited for Supply, Installation, Testing & Commissioning (SITC) of Biamp TesiraFORTÉ AVB VT device. Interested firms may send their bids in a sealed covers as per instructions specified in Terms and Conditions (Part I of the Tender) & Scope of Work (Part II of the Tender) addressed to **Asst. Director (EDP), IT Cell,1st Floor, Main Administrative Building, Headland Sada, Goa – 403 804.(Phone Nos.: 0832 – 2594416, 2594419)** latest by 10:00 hrs. on 21st October 2022. Technical Bids will be opened on the same day at 10:30 hrs. in the Conference Room of Finance Department in the presence of interested bidders or their authorized representatives.

Mormugao Port Authority is not responsible for any transitional/postal delays.

Mormugao Port Authority reserves the right to accept or reject any quotation in full or part thereof without assigning any reason.

The Terms and Conditions are specified in Part I of the tender. The Scope of Work is specified in Part II of the tender. The specifications of the DSP are specified in Part III as Annexure I of the tender.

Yours faithfully,

Sd/-

(Anant V.P. Chodnekar)
Financial Advisor &
Chief Accounts Officer

PART - I**TERMS AND CONDITIONS**

The Terms and conditions governing the Tender for “**Supply, Installation, Testing & Commissioning (SITC) of Biamp TesiraFORTÉ AVB VT device**” in accordance with the Scope of the Work specified in Part II and the specifications of DSP mentioned in Part III (Annexure I), at Mormugao Port Authority (MPA), Headland Sada, Goa 403 804 are as follows.

1. The technical and Price Bids should be submitted in two separate sealed covers, super scribing “**Cover-I - Technical Bid for “Supply, Installation, Testing & Commissioning (SITC) of Biamp TesiraFORTÉ AVB VT device” Tender No., due date and “Cover II - Price Bid for “Supply, Installation, Testing & Commissioning (SITC) of Biamp TesiraFORTÉ AVB VT device” Tender No., due date. Both the bids should be kept in a single cover by super scribing tender for “Supply, Installation, Testing & Commissioning (SITC) of Biamp TesiraFORTÉ AVB VT device” sealed and addressed to FA & CAO, Finance Department, Mormugao Port Authority, Headland Sada, Goa-403 804. Offer sent through fax will not be accepted.**”
2. **Minimum Eligibility Criteria (MEC)**
 - i. Bidder’s experience of having successfully completed the work of supply, installation and software/hardware support of Digital Signal Processor (DSP) devices during the last three years from the due date of submission of bid. The work Order as well as completion date should be within last 3 years from the due date of submission of bid. Copy of the Purchase/Work Order along with corresponding completion certificate from the client should be furnished. The completed works should be either of the following:
 - a) One similar completed work of contract value not less than Rs. 3,28,480/- (or)
 - b) Two similar completed works of contract value not less than Rs. 2,46,360/- each (or)

- c) Three similar completed works of contract value not less than Rs. 1,64,240/- each
- 'SIMILAR' Works means Supply, Installation & Software/Hardware support of Digital Signal Processor (DSP).
- ii. The Bidder should submit BIAMP DSP Manufacturer Authorization Form (MAF) from OEM along with the technical bid.
 - iii. The Bidder should ensure that the biamp DSP device to be quoted should not be declared as end of life product by OEM as on the date of submission of the bid. Necessary documentary evidence in this regard to be submitted along with the technical bid.
 - iv. The Bidder must have its own authorized service center for repairs of BIAMP DSP as and when required. Necessary documentary evidence in support of service center to be submitted along with the technical bid.
3. Overwriting and corrections should be attested properly. The bid should be complete in all respects and should be duly signed. Incomplete and unsigned bids will not be considered at all.
4. Bid should be **valid for a period of 90 days** from the date of tender opening.
5. The SITC of Biamp TesiraFORTÉ AVB VT should be completed within period of 3 weeks from the date of issue of Work Order. If the supplier fails to carry out the work, MPA reserves the right to **levy liquidated damages** at the rate of 0.5% per week or part thereof up to maximum of 5% of the bid value.

6. TENDER FEES:

6.1 Tender Fees of Rs.500/- (Rupees Five Hundred only) is payable by the Bidder. The mode of payment towards Tender Fees could be paid online through e-payment mode before due date by NEFT/RTGS. However, bidder can pay Tender Fee in the form of Demand Draft drawn in favour of Mormugao Port Authority, payable at Mormugao Harbour/Vasco da Gama which shall be furnished along with the bid. For exemption of tender fee, the Certificate from SSI/MSME shall be submitted along with the technical (Cover-I) bid.

7. EARNEST MONEY DEPOSIT (EMD):

- 7.1 Earnest Money Deposit of Rs.8,200/- (Rupees Eight Thousand Two Hundred Only) should be submitted along with Technical Bid, in the form of Demand Draft in favour of Mormugao Port Authority, payable at Mormugao Harbour/Vasco-da-Gama. **In order to claim EMD exemption, the tenderers are required to produce an attested copy of the NSIC/SSI/MSME Registration Certificate issued in the name of the firm who would be submitting the tender document.** The exemption from payment of EMD will be allowed only if Certificate issued by SSI/MSME/NSIC or any empowered Central/State Govt. Authority. No claims for exemption without the details stipulated above will be considered. The SSI/MSME/NSIC or any empowered Central/State Govt. Authority Registration Certificate shall be included in the Technical Bid (Cover 1).
- 7.2 The Bidders EMD will be forfeited, if the Bidder withdraws his tender during the period of tender validity; or invalidates his tender; or wants to modify his tender unilaterally during the period of tender validity or refuses to accept the correction of errors. If any of the documents submitted with tender or thereafter are found false /forged, during tender evaluation or during contract execution, EMD/Security Deposit of such Bidder shall be forfeited, EMD of successful Bidder may also be forfeited, if Bidder fails to accept/sign the contract or fails to execute the contract as per terms and conditions.
- 7.3 The earnest money deposited by the unsuccessful bidders will be refunded within a reasonable period of time without interest. The earnest money deposited by the successful bidder would be adjusted against the Security Deposit.

8. SECURITY DEPOSIT AND BANK GUARANTEE FOR SUCCESSFUL BIDDER

- 8.1 A sum worked out on the basis of 3% of the tender amount towards Security Deposit shall be paid in the form of demand draft drawn on a nationalized bank or by RTGS/NEFT within 21 days from the date of receipt of Work Order and will be retained as security for the due and proper fulfillment of the contract and will not carry any interest. Such deposit shall be forfeited on failure to perform or non-fulfillment by the contractor of the terms and conditions of the contract including submission of the documentation of the jobs completed. The Security Deposit will be in force throughout the period of contract as specified and will be refunded thereafter.

8.2 FORFEITURE OF EMD/SECURITY DEPOSIT

The breach of any of the terms & conditions of the tender shall result in discontinuation of further dealings with the Bidder and/or forfeiture of their EMD or the Security Deposit, as the case may be, at MPA discretion.

9. The Purchaser requires that the bidders, suppliers and contractors observe the highest standard of ethics during the execution of the work. In pursuit of this policy, the following are defined:

“Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution:

“Fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of contract;

“Collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of purchaser, designed to establish bid prices at artificial, noncompetitive levels; and

“Coercive practice: means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of contract;

The purchaser will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question; The Decision of Tender Committee, MPA shall be final and binding.

10. Prices quoted in the Price Bid should be in Indian rupees only. The Price Bid should be written both in words and figures at appropriate place as per format provided Annexure V.

11. **Technical Bid should contain** letter from **OEM WITHOUT PRICE** and **Price Bid should contain** details of the price(s) of the item(s) quoted in the technical bid. The Technical bid should not contain any references to the pricing.

In case the technical bid contains any direct or indirect reference to quoted price the bid is liable to be rejected.

12. The Price Bid/financial quote should be in the format specified at Annexure V. GST shall be paid as applicable.
13. Tender Committee reserves the right to open the bids. Only technical bids will be opened on the date and time mentioned in the tender document. The price bids of those tenderers whose technical bids are found to be meeting our specifications only will be opened in their presence at date and time to be notified later.
14. The firm to the full satisfaction of the MPA should carry out the work of Supply & installation of Biamp TesiraFORTÉ AVB VT device in the MPA Board Room **within period of three weeks from the date of issue of Work Order.**
15. **No advance payment** will be made. Payment shall be made after successful installation, testing and commissioning of the Biamp DSP duly confirmed and accepted by MPA.
16. Bidder should undertake to support the product during warranty period.
17. **The submission of tender** shall be deemed to be an admission on the part of the tenderer that he had fully acquainted himself with the current setup of MPA Board Room and no claim other than what stated in the tender shall be paid in the event of award of Purchase Order.
18. Expenditure involved towards any extra materials and manpower involved for successful supply, installation and testing of Biamp TesiraFORTÉ AVB VT device, if not included in the price bid, would have to be borne by the tenderer.
18. **Acceptance of this tender** form and submission of the quote within the stipulated time would be treated as:
 - 21.1 The tenderer has understood all requirements as described in our Tender document.

21.2 Acceptance to provide/establish all the facilities mentioned in our tender without any price escalation, if the tenderer finds it necessary to add/upgrade during renewal/support.

21.3 Agreeing to execute order to the satisfaction of MPA or its authorized representatives within the stipulated time.

22. The Bidder is required to support MPA in resolving any BIAMP DSP related issues arising during the warranty period of five years. However, the bidder not liable to claim any additional charges towards any activity to be carried out or subsequent visits to MPA Site for resolving BIAMP DSP related issues at MPA site during warranty period of five years.

23. MPA will not be liable for any obligation until such time MPA has communicated to the successful bidder of its decision to release the Work Order.

24. MPA will not be responsible for any postal delays.

25. Debarment from Bidding: A bidder shall be debarred if Owner/Proprietor/Partners/Firm has been convicted of an offence by any Court of Law in India. A bidder shall be also debarred if he has been black listed by any Government/Public Sector Unit (PSU).

26. Bidders shall note that MPA will not entertain any correspondence or queries on the status of the offers received against this Tender Invitation.

27. Tenders from Manufacturers/Suppliers/Tenderers whose performance was not satisfactory in respect of quality of supplies and delivery schedules in any organizations, are liable for rejection. The tenders that do not comply with the above criteria and other terms & conditions are liable for rejection.

28. MPA does not bind itself to accept the lowest quotation and reserves the right to itself, to reject or partly accept any or all the quotations received without assigning any reason.

29. All disputes arising in connection with executing the purchase order will be subject to the Jurisdiction of the Courts in Goa only.

30. Clause For Countries Sharing Land Border with India:

- i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Department for Promotion of Industry and Internal Trade (DPIIT). The relevant registration certificate and undertaking from DPIIT provided to the contractor shall be produced along with Annexure V.
- ii. "Bidder" (including the term 'Bidder', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- iii. "Bidder from a country which shares a land border with India" for this Tender means:-
 - iv. An entity incorporated, established or registered in such a country; or
 - v. A subsidiary of an entity incorporated, established or registered in such a country; or
 - vi. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - vii. An entity whose beneficial owner is situated in such a country; or
 - viii. An Indian (or other) agent of such an entity; or
 - ix. A natural person who is a citizen of such a country; or
 - x. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
 - xi. The beneficial owner for the purpose of above will be as under:
 - i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

- i. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent, of shares or capital or profits of the company;
 - a. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 - i. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - ii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - iii. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - iv. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- xii.** An agent is a person employed to do any act for another, or to represent another in dealings with third person.

PART – II**SCOPE OF WORK**

1. The current Audio Digital Signal Processor (DSP) installed at MPA Board Room is Biamp Tesira Forte AVB TI (02 nos.) wherein 21 nos. 12" Gooseneck microphones are configured.
2. The vendor should supply appropriate DSP device of Biamp make compatible with the existing Tesira Forte AVB TI device and this device to be supplied should be as per technical specifications attached at Annexure I.
3. After successful installation of the quoted DSP device, necessary programming should be done to configure the device to pair up with existing Biamp Tesira TI device along with other existing AV components existing in MPA Board Room. 12 nos microphone inputs of TesiraFORTÉ AVB VT should be configured and programmed with the existing Tesira Forte AVB TI device.
4. Post installation, both the Biamp devices Tesira TI and TesiraFORTÉ AVB VT should work in sync with 21 mikes configured in the MPA Board Room.
5. The vendor has to undergo whole testing of Audio Video System of MPA Board Room after successful installation of the Digital Signal Processor. Necessary test reports should be shared with MPA Officials.
6. The vendor should submit quoted DSP Manufacturer Authorization Form (MAF) from OEM along with the technical bid.
7. The vendor must have its own authorized service center for repairs of quoted DSP as and when required. Necessary documentary evidence in support of service center to be submitted along with the technical bid.
8. The vendor should provide support during failures along with OEM Support during the warranty period of five years.
9. The vendor shall report to Mormugao Port Authority for attending faults etc. within 24 hours of oral communication / written intimation by Asst. Director (EDP)/IT Division Officials and depute the professional at MPA site as per the need of urgency.

PART – III**Annexure I****TECHNICAL SPECIFICATIONS FOR PROPOSED DSP**

DESCRIPTION
Fixed I/O DSP with 12 analog inputs 8 analog outputs 8 channels configurable USB audio 128 x 128 channels of AVB Acoustic Echo Cancellation(AEC) technology (all 12 inputs) 2 channel VoIP Gigabit Ethernet port & RS-232 serial port Standard FXO telephone interface 4-pin GPIO Supports port authentication via IEEE 802.1X Fully compatible with Tesira AVB DSPs, amplifiers, expanders, and controllers CE marked, UL listed, and RoHS compliant Warranty - 05 years from OEM

Annexure II

TENDER ACCEPTANCE UNDERTAKING

To

FA & CAO,
Mormugao Port Authority,
Headland Sada, Goa.

Having examined the tender document for **Supply, Installation, Testing & Commissioning (SITC) of Biamp TesiraFORTÉ AVB VT device**, we the undersigned, hereby offer to Supply, Install, Test and Commission Biamp TesiraFORTÉ AVB VT device in conformity with the Scope of Work, Specifications and Terms & Conditions set out in the tender document.

We have enclosed all the relevant documents as per the tender.

We understand that you are not bound to accept the lowest or any tender received.

Date :

(Signature of Bidder)

Name :

Firm :

Designation :

Seal

Annexure III

**DOCUMENTS/ PARTICULARS TO BE FURNISHED BY THE TENDERER IN THE
TECHNICAL BID COVER (COVER NO. 1)**

- a. **Tender Fee or Exemption Certificate**
- b. **E.M.D. or EMD Exemption Certificate**
- c. **Authorization from Manufacturer/OEM**
- d. **Work Order/Purchase Order along with Completion Certificate/s in support of Bidder's experience of having successfully completed the works and in fulfilment of Minimum Eligibility Criteria.**
- e. **Complete Tender Document duly signed and sealed by the authorized signatory of the bidder.**
- f. **Tender Acceptance Undertaking attached**
- g. **Certificate for Bidder sharing Land Border**
- h. **Name of the Tenderer along with full postal address of Corporate/Head Office including Telephone, Mobile, Telefax, E-Mail of the contact person.**
- i. **Please specify whether Public Limited, Company, Private Organization or Partnership Firm**
- j. **Nature of the Business**
- k. **Date of Establishment**
- l. **G.S.T. NO.**

Annexure –IV

Certificate for Bidders / Bidders sharing Land Border

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country or, if from such a country, has been registered with the Department for Promotion of Industry and Internal Trade (DPIIT). I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the DPIIT shall be attached.]”

Date:

(Signature of Bidder)

Name :

Firm :

Designation :

Seal

