



An ISO 9001:2015 Certified  
ISPS Code Compliant Port

**MORMUGAO PORT TRUST**  
**Ministry of Ports, Shipping & Waterways**  
**Govt. of India**

**e-TENDER No:- CME/XEN(E-P)/e-tender/2021/01**

**e- TENDER FOR**

**CMC of hardware of RFID and Biometric Gate Access System for a**  
**period of three years**

**THROUGH e – TENDER ON WEB SITE**

**<https://eprocure.gov.in/eprocure/app>**

**e-Tender due at 11.30 hrs on 18/11/2021**

**e-Tender opening at 11.30 hrs on 19/11/2021**

**NOTICE INVITING TENDER**  
**INSTRUCTION TO BIDDERS**  
**GENERAL TERMS & CONDITIONS OF CONTRACT**  
**SPECIAL CONDITIONS OF CONTRACT**  
**SCOPE OF WORK**  
**ANNEXURE AND APPENDIX**

## SCHEDULE OF TENDER (SoT)

### NOTICE INVITING OPEN TENDER (NIOT)

**e-TENDER NO. : CME/XEN(E-P)/e-tender/2021/01**

**TITLE OF WORK:** “CMC of hardware of RFID and Biometric Gate Access System for a period of three year.”.

1	e-TENDER NO.	CME/XEN(E-P)/e-tender/2021/01
2	MODE OF TENDER	E-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid) through e-procurement portal <a href="https://eprocure.gov.in/cppp/">https://eprocure.gov.in/cppp/</a>
3	Date of NIT available to parties to download	<b>22/10/2021 at 11.30 hrs.</b>
4	Start date for submission of online queries	<b>28/10/2021 at 15.00 hrs.</b>
5	Last date for submission of online queries	<b>30/10/2021 at 15.00 hrs.</b>
6	Estimated Cost	Rs. 57,69,900.00 (Rupees Fifty Seven Lakhs Sixty Nine thousand and nine hundred only) excluding GST.
7	Earnest Money Deposit	Bid Security Declaration as per Annexure 01
8	Tender Fees	Rs. 2360/- (Rupees Two thousand three hundred and sixty only) inclusive of 18% GST - Non-refundable or exemption certificate as per clause No 2.2.1(n) of ITB
9	Date of Starting of e-Tender for submission Bid on line at <a href="http://eprocure.gov.in/eprocure/cpp">http://eprocure.gov.in/eprocure/cpp</a>	<b>10/11/2021 at 10.00 hrs</b>
10	Date of closing of e-Tender for submission of Bid.	<b>18/11/2021 at 11.30 hrs</b>
11	Date & Time of opening of Technical Bid.	<b>19/11/2021 at 11.30 hrs</b>
12	Date & Time of opening of Price Bid	To be communicated separately.
13	Contract period	Three years.
14	Validity of Tender	120 days from the date of opening of tender (Tech. Bid)
15	Make in India	Public Procurement (Preference Make in India) order 2017 and subsequent amendments as applicable.
16	Address for communication:	<b>Executive Engineer (E-P),</b> Office of Chief Mechanical Engineer, Engineering Mechanical Dept., Mormugao Port Trust, A.O. Bldg, Headland Sada,

		Mormugao, Goa – 403804.
17	Contact Details	<p>For Tender related queries:  Phone: 0832-2594211/21 ;  Email : <a href="mailto:xenproj.mgpt@gmail.com">xenproj.mgpt@gmail.com</a></p> <p>For e-tendering help contact:  The Help Desk will be your first point of contact at NIC.  Telephone: For any queries, please call 24 x 7  Helpdesk No.: 0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787</p> <p>Email: Kindly send your Technical queries to CPP Portal</p> <p>Note- Bidders are requested to kindly mention the URL of the Portal and Tender Id in the subject while emailing any issue with the Contact details.</p> <p>For any issues/ clarifications relating to the tender kindly contact  Email: <a href="mailto:etenders@mptgoa.gov.in">etenders@mptgoa.gov.in</a></p>
18	Website	<a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>

**EXECUTIVE ENGINEER (E-P)  
MORMUGAO PORT TRUST**

**LIST OF DOCUMENTS**

<b>Sr. No.</b>	<b>Particulars</b>		<b>Insert Page nos.</b>
1	Special Instructions to the Bidders for the E-Submission of the Bids Online Through E-Procurement Portal	<b>PART – I</b>	<b>5 -7</b>
2	Tender Document	<b>PART – II</b>	<b>8 - 62</b>
3	Price Bid	<b>PART– III</b>	<b>63</b>
4	MPT Bank Details	<b>PART – IV</b>	<b>65</b>
5	Checklist	<b>PART – V</b>	<b>66</b>

## **PART – I**

### **SPECIAL INSTRUCTIONS TO THE BIDDERS FOR THE E-SUBMISSION OF THE BIDS ONLINE THROUGH E-PROCUREMENT PORTAL**

**Tender No.:** CME/XEN(E-P)/e-tender/2021/01

**TITLE OF WORK:** “CMC of hardware of RFID and Biometric Gate Access System for a period of three years”

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: **<https://eprocure.gov.in/eprocure/app>**.

#### **A) REGISTRATION**

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrollment” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / e-Mudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidders then log in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

#### **B) SEARCHING FOR TENDER DOCUMENTS**

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a

number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

#### **C) PREPARATION OF BIDS**

- 1) Bidder should take into account any Addendum/Corrigendum published on the tender document before submitting their bids.
- 2) Please go through the NIT and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

*Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.*

#### **D) SUBMISSION OF BIDS**

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee as applicable and enter details of the instrument.

- 4) While submitting commercial bid, the BIDDER shall submit the Bid Security Declaration Format in lieu of EMD, failing which the bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the **blue coloured** (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings

**E) ASSISTANCE TO BIDDERS**

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Chief Mechanical Engineer for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

**EXECUTIVE ENGINEER (E-P)  
MORMUGAO PORT TRUST**

## **PART-II**

### **सूचकांक /INDEX**

<b>Sl. No.</b>	<b>Description</b>	<b>Page No.</b>
1	NOTICE INVITING OPEN TENDER.	9
2	INSTRUCTIONS TO BIDDERS	10-22
3	GENERAL TERMS & CONDITIONS OF CONTRACT	23-30
4	SCOPE OF WORK	31-33
5	SPECIAL CONDITIONS OF CONTRACT	34-36
6	BID SECURITY DECLARATION – ANNEXURE 01	37
7	PARTICULARS OF BIDDER – ANNEXURE 02	38
8	ANNUAL TURNOVER – ANNEXURE 03	39
9	TENDER FORM – ANNEXURE 04	40
10	FORMAT FOR PRE-QUALIFICATION OF BIDDERS – ANNEXURE 05	41-42
11	FORM OF AGREEMENT – ANNEXURE 06	43
12	FORMAT OF PERFORMANCE SECURITY DEPOSIT BANK GUARANTEE – ANNEXURE 07	44
13	FORMAT FOR DECLARATION – ANNEXURE 08	46
14	FORMAT OF POWER OF ATTORNEY – ANNEXURE 9	47
15	BANK INFORMATION FOR E-PAYMENT – ANNEXURE 10	49
16	INTEGRITY PACT – ANNEXURE 11	50
17	UNDERTAKING ON INDEMNIFICATION – ANNEXURE 12	55
18	FORMAT FOR PROPRIETORSHIP – ANNEXURE 13	56
19	FORMAT FOR CERTIFICATE FOR TENDERERS / BIDDERS SHARING LAND BORDER – ANNEXURE 14	57
20	APPENDIX I-IV	58-62
21	PRICE BID (COVER II)	63-64
22	BANK DETAILS	65
23	CHECK LIST	66



**MORMUGAO PORT TRUST**

MECHANICAL ENGINEERING DEPARTMENT

1. **NOTICE INVITING TENDER**

***Tender No. CME/XEN(E-P)/e-tender/2021/01***

***date: /10/2021***

e-Tenders are invited for “*CMC of hardware of RFID and Biometric Gate Access System for a period of three years*” through CPP Portal [www.eprocure.gov.in](http://www.eprocure.gov.in)

For details, Visit Website: <https://eprocure.gov.in/cppp/>

[www.mptgoa.gov.in](http://www.mptgoa.gov.in)

**EXECUTIVE ENGINEER (E-P)  
MORMUGAO PORT TRUST**

## 2. INSTRUCTIONS TO THE BIDDERS (ITB)

### 2.1 SCOPE OF BID

2.1.1 E- tenders in Two Cover system (Techno-Commercial Bid and Price Bid) are invited by Executive Engineer (E-P) on behalf of Mormugao Port Trust from the reputed, bonafide, resourceful & experienced firms fulfilling the Minimum Qualification Criteria (MQC) for the work of “**CMC of hardware of RFID and Biometric Gate Access System for a period of three years**”.

### 2.2 TENDER SUBMISSION:

The Tender shall be uploaded as follows:

2.2.1 **Technical Bid** shall contain the following :

- a) Bid Security Declaration – As per **Annexure 01** shall be uploaded along with the Technical Bid. Failure in submission of Bid Security declaration will render the Bidders disqualified. The Bidders, including those registered as MSE, are required to submit the Bid Security declaration.
- b) TENDER FEE for **Rs. 2,360.00** (Rupees Two thousand three hundred and sixty only), inclusive of 18% GST - Non-refundable - NEFT Receipt shall be uploaded along with the Technical Bid. Failure in submission of Tender fee will render the Bidders disqualified, except in the case as per clause No 2.2.1 (n) below
- c) All the documents should be as per the MQC. Technical Bid should not contain Price Bid. “Disclosure/indication of Price in the Technical Bid shall render the tender disqualified and rejected.
- d) The Tender document duly signed and sealed by the Bidder on each page with Annexure duly filled along with amendments issued by MPT if any.
- e) Particulars of Bidder as per **Annexure 02**.
- f) Copies of profit and loss statements, balance sheets and Auditor’s report for the last three years (2017-18, 2018-19, 2019-20) as per **Annexure 03**
- g) Tender Form as per **Annexure-04**.
- h) Supporting documentary evidence of work orders and also satisfactory completion certificate issued by the client, duly certified by Statutory Auditor shall be submitted as per **Annexure-05**.
- i) Copies of the GST Registration Certificate, ESI & PF Registration Certificate and PAN card to be submitted.
- j) Form of Declaration – **Annexure-08**
- k) Format for Power of Attorney: - **Annexure -9**
- l) Bank Details of the Bidder for E-Payment - **Annexure-10**.
- m) Pre Contract Integrity Pact – **Annexure -11**
- n) Micro and Small Enterprises (MSE) registered with District Industries Centre (DIC) or Khadi and Village Industries commission or Khadi & Industries Board (KVIB) or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts and Handlooms or Udyog Aadhar memorandum or any other body specified by Ministry of MSME shall be exempted of tender fee on producing self-attested supporting certificates along with Technical Bid.

- o) Undertaking on Indemnification – **Annexure – 12**
- p) Proprietorship undertaking-**Annexure-13**
- q) Information on litigation, if any.

2.2.2 **Price Bid shall be uploaded only through ONLINE:** Technical Bid and Price Bid shall be uploaded through online only. Price bid should be quoted in the BOQ template available in the CPP portal only. The BOQ template must not be modified/ replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bid submitted by Bidder is liable to be rejected. Bidders are allowed to enter the Bidder Name and Values only. Any condition imposed in the price bid shall make the tender liable for out-right rejection. The contract shall be for the whole works as described in the scope of work based on the priced Bill of Quantities submitted through CPP portal by the Bidder. The Bidder shall fill in rates and prices for all items of the works described in the Bill of Quantities through CPP portal. Items for which no rate or price is entered by the Bidder will not be paid for by the Port when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.

### **2.3 ELIGIBLE BIDDER:-**

- 2.3.1 The invitation for bids is open only to all eligible Bidders meeting the eligibility criteria as defined in clause No 2.4.
- 2.3.2 All bidders shall provide the details of experience for fulfilling eligibility criteria and Tender Form information as per Annexure -5.
- 2.3.3 Government owned enterprises may only participate if they are legally and financially autonomous operate under commercial law and are not a dependent agency of the employer subject to fulfillment of minimum qualifying criteria.
- 2.3.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the employer in accordance with clause No 2.21.

### **2.4 (MQC) MINIMUM QUALIFICATION CRITERIA OF THE BIDDERS: (MQC)**

#### **2.4.1 FINANCIAL CRITERIA**

The Bidder should have an average Annual financial turnover of at least **Rs. 17,30,970.00** for the last 3 financial years i.e. 2017-18, 2018-19, 2019-20.

In case of Micro and Small Enterprises, the **Average Annual Financial Turnover** shall be at least **Rs. 8,65,485.00**, subject to production of certificate issued by MSME authorities.

#### **Note:-**

Documentary evidence duly self-attested viz. Auditor's certificates/balance sheet/ latest income tax return filed/profit and loss statement for the three years shall be uploaded along with the bid.

## 2.4.2 **TECHNICAL CRITERIA**

2.4.2.1. The Bidder shall have successfully completed **Similar Works** during last 7 (Seven) years ending last day of month previous to the one in which tenders are invited should be either of the following:

Three similar completed works each cost not less than **Rs. 23,07,960.00** excluding GST.

OR

Two similar completed works each costing not less than **Rs 28,84,950.00** excluding GST.

OR

One similar completed work costing not less than **Rs. 46,15,920.00** excluding GST.

**“Similar Works” means Design, Supply, Installation, and Testing & Commissioning of RFID based access system / Biometric Attendance System/Computer Networking (Servers, network switches)/CCTV Networking at any Port/Government/PSU/Private organizations.**

OR

**Maintenance contract of RFID based access system / Biometric Attendance System/Computer Networking(Servers, network switches)/CCTV Networking at any Port/Government/PSU/Private organizations.**

**2.4.2.2** In order to meet the Technical criteria as per clause No 2.4.2.1 above, the bidder shall submit the following documents along with the technical bid :-

2.4.2.2.1 Self-attested photo copies of LOA/work order/Agreements showing the awarded contract value for “similar works” and satisfactory Completion Certificates issued by the Client, indicating the reference of LOA/work order/Agreements, value of work order, date of commencement of work, actual date of Completion of works, actual completed Contract Value and remark of satisfactory completion from client, for the contracts mentioned at Annexure 05. **If the bidders do not enclose LOA/work order/agreements/completion certificates along with the Technical bid, as desired for any of the works mentioned at Annexure 05, that particular work shall not be considered for further evaluation.** The Bidder shall also enclose detailed BOQ with rates and scope of work supporting the LOA/work order/Agreements/completion certificates submitted as per Annexure 05. TDS certificate clearly showing the tax deduction from client for related work orders/Agreements shall be produced for verification.

**Note:** The BOQ & scope of work supporting the LOA/work order/Agreements should have Clients endorsement.

2.4.2.2.2 The bidder has to submit the details of payments received for the works executed in **Annexure 05** in full, duly signed and sealed by the statutory auditor with the UDIN number. In case any information in this annexure is found to be false or incorrect, that particular work shall not be considered for evaluation. Further, in case of false certification by the statutory auditor, same shall be informed to the Institute of Chartered Accountants of India (ICAI), for necessary action deemed fit.

2.4.2.2.3 The works declared by the bidder in **Annexure 05** only shall be considered for technical qualification of the bidders. **LOA/Work orders/Agreements other than the ones mentioned**

**in this Annexure-05 shall not be considered for evaluation, even if they have been uploaded along with the technical bid. Bidder shall not have any claim on this account later on.**

2.4.2.2.4 The Bidder shall have valid GST Registration Certificate, ESI, PF and PAN Card – all in the same name (Bidders name) and same should be uploaded along with the Technical Bid.

2.4.3 Even though the Bidders meet the qualifying criteria as per clause 2.4, they are subject to be disqualified and debarred for a period of three (3) years from participating for tenders at Mormugao Port Trust duly informing the MSE authorities if applicable, if they have :

2.4.3.1 Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or

2.4.3.2 Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history with Mormugao Port Trust or financial failures, etc.

2.4.4 **Note: LAST DATE FOR SUBMISSION OF TENDER:** MPT may at its sole discretion reserves the right to extend the date for receipt of tender.

## **2.5 RATES TO BE INCLUDED FOR ALL OPERATIONAL EXPENSES**

2.5.1 The contractor may visit the Mormugao Port Trust area before quoting. The Bidder should quote the rate by taking into consideration all operational expenses.

2.5.2 All expenses towards deployment of manpower, uniforms, tools and tackles, safety measures etc. shall be borne by the Bidder and the Bidder will be paid only a flat rate of charges per month as per the rate quoted in the price bid Format (PART III) excluding ESI, PF and GST, which shall be paid on actual based on documentary evidence.

2.5.3 The GST, ESI & PF as applicable, will be paid extra by the Port. The GST Registration number of the Bidder shall be furnished invariably in the tender as well as the Bills/Invoices. Copy of GST registration certificate shall be enclosed along with the tender.

2.5.4 GST will be paid on production of documentary proof of registration with the Central Excise Department only.

## **2.6 AUTHORITY IN SIGNING TENDER DOCUMENTS:**

2.6.1 The tender, if submitted on behalf of a Partnership Firm should be signed either by all the partners or some of the partners or other person/s holding a valid “Power of Attorney” from other partners or all the partners constituting the firm.

2.6.2 In case of a Company, the tender should be signed by a person holding a valid Power of Attorney executed in his favour in accordance with the constitution of the Company.

2.6.3 In case of proprietorship, an undertaking by the owner stating that he is the owner / proprietor of the company shall be submitted and all the tender documents submitted shall be signed by him as per **Annexure 13**.

## **2.7 ONE BID PER BIDDER**

2.7.1 The Bidder shall submit only one bid for this tender. In case the Bidder submits more than one Bid for this tender, all his bids will be summarily rejected.

- 2.7.2 A Bidder shall not have a conflict of interest. All Bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this Tendering process, if they are or
- 2.7.2.1 have been associated in the past, with a firm or any of its affiliates which have been engaged by the Employer to provide consulting services for the preparation of the design, specifications, and other documents to be used for the services to be rendered under these Tendering Documents ; or
  - 2.7.2.2 Submit more than one Tender in this Tendering process.
- 2.7.3 A Bidder that is under a declaration of ineligibility by the Employer in accordance with ITB Clause 2.21, at the date of contract award, shall be disqualified.
- 2.7.4 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

## **2.8 BIDDER TO INFORM HIMSELF FULLY**

- 2.8.1 The Bidder is expected to examine carefully the contents of all the documents provided like instructions to the Bidders, Tender Conditions, Scope of work etc. Failure to comply with the requirements of the tender will be at the Bidders own risk. The Bidder to ensure to make a complete and careful examination of requirements and other information set out in the tender document. The Bidder shall be deemed to have, visited the site and surroundings and have obtained all necessary information in all the matters whatsoever that might influence while carrying out the Works as per the conditions of the tender and to satisfy himself to sufficiency of his tender etc.
- 2.8.2 The Bidder shall examine carefully the conditions of contract in the Tender documents supplied herewith. Though every effort is made herein to give basic data as exhaustively as possible, the Bidder is advised to visit the Mormugao Port Trust and its approaches and get himself thoroughly acquainted with all necessary data concerning weather conditions, working conditions, sea conditions, etc. for the purposes of making a correct offer. All costs, charges and expenses that may be incurred by the Bidder in connection with such investigations for the submission of his offer shall be borne by him and the Board accepts no liability or responsibility whatsoever therefore.
- 2.8.3 Bidder shall bear all costs associated with the preparation and submission of his tender and MPT will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

## **2.9 BID SECURITY DECLARATION**

- 2.9.1 The Bidder, including those registered as MSE, is required to submit the Bid Security Declaration. The tender not accompanied with Bid Security Declaration shall be summarily rejected.
- 2.9.2 In the event of levying the penalty and/ or encashing of the Performance Security, GST is applicable and while imposing penalty GST as applicable shall be collected.
- 2.9.3 The bidder shall be disqualified/terminated and may be debarred for a period of three (3) years from participating for tenders at Mormugao Port Trust duly informing the MSE authorities if applicable, if

- 2.9.3.1 the Bidder withdraws the Bid after Bid opening during the period of Bid Validity;
- 2.9.3.2 the successful Bidder fails within the specified time limit to
  - 2.9.3.2.1 Sign the Agreement AND / OR furnish the required Performance security.
  - 2.9.3.2.2 Fail to commence the work on the specified date as per LOA/Work order.
  - 2.9.3.2.3 If the bid is varied or modified in a manner not acceptable to the Employer during the validity or extended validity period duly agreed by the Bidder.
  - 2.9.3.2.4 If any information or representation submitted by Bidder is found to be false or incorrect.
  - 2.9.3.2.5 Any effort by the Bidder to influence the Employer on bid evaluation, bid comparison or contract award decision.

**2.10 TENDER VALIDITY:** The tender shall remain valid for acceptance for a period of 120 days from the date of opening of Technical Bid. MPT reserves their right to extend the period of validity for a specific time. The request and the response, thereto, shall be made in writing by post or by e-mail. A bidder may refuse the request which may be accepted by MPT. However, in the event of the Bidder agreeing to the request; he shall not be permitted to modify his tender. The validity of the offer for PART-B of BOQ shall be as that of the contract period.

**2.11 AMENDMENTS:**

- 2.11.1 At any time, prior to the last date for submission of tenders, MPT reserves the right to amend and modify the tender document by issuing Addendum/Corrigendum which shall be uploaded on the CPP/PORT Websites.
- 2.11.2 The Addenda/Corrigenda so issued, shall form part of the Contract and shall be binding upon the Bidders. MPT may at their discretion, extend the last date for submission of the tender, to enable the Bidders to have reasonable time to submit their tender after taking into consideration such amendments, which shall also be uploaded to the Websites. The Bidder shall acknowledge receipt of such Addenda/Corrigenda and submit the same along with his Tender duly signed and sealed on all pages.

**2.12 LANGUAGE OF TENDER :**

The Tender submitted by the Bidder and all correspondence and documents relating to the Tender exchanged by the Bidder and the MPT shall be written in the *English language*. Any printed literature, other than English language, shall be accompanied by an English translation, in which case, for purpose of interpretation of the tender, the English translation shall govern.

**2.13 MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF PROPOSAL:**

No offer shall be modified, substituted or withdrawn by the Bidder after the closing time on due date. Withdrawal of a proposal during the interval between closing time on proposed due date and expiry of the proposal validity period would result in disqualification of the bidder as per clause 2.9 of Tender Document.

**2.14 TENDERED CURRENCIES:**

Prices shall be quoted in Indian Rupees only and all payments will be made in Indian Rupees.

## **2.15 CLARIFICATIONS TO THE BIDDERS**

Queries shall be uploaded online only in the e-procurement portal as per NIOT. No queries will be entertained after this due date. No queries in the form of hard copy or email will be entertained. The response to the queries received from the Bidders shall be uploaded on MPT/ CPP websites. The clarifications so issued would form part of the tender and remain binding on all the Bidders which shall be accepted and submitted by all the Bidders along with their offer.

## **2.16 TENDER OPENING AND EVALUATION:**

2.16.1 **OPENING OF TECHNICAL BID:** i.) Technical bids of the Tender, received up to closing time on stipulated date, shall be opened as per the Important Instructions of CPP Portal.

ii.) The Bidder is deemed to have gone through the entire tender document and submitted his bid accordingly. Hence, Port at its discretion may not seek further clarification on the document furnished by the Bidder.

## **2.16.2 SCRUTINY AND EVALUATION OF THE TENDER**

2.16.2.1 Prior to the detailed evaluation of bid, the employer will determine whether each bid (a) meets the eligibility criteria defined at 2.3 & 2.4 above (b) has been properly signed by an authorized signatory holding Power of Attorney in his favor (c) accompanied by Bid Security Declaration & Tender fee and (d) is responsive to the requirement of the bidding documents . If any of the above conditions are not satisfied, the bid shall be rejected outright.

2.16.2.2 Conditional offer or alternative offers will not be considered further in the process of tender evaluation.

2.16.2.3 A substantially responsive Technical and Financial Bid is one which conforms to all the terms, conditions and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality or performance of the works; (b) which limits in any substantial way, the employers right or bidders obligations under the contract or (c) whose rectification would affect unfairly the competitive position of others bidders presenting responsive bids. The Bidder who does not fulfill the tender requirements shall not be considered for further evaluation.

2.16.2.4 After the tender opening, the whole process involving scrutiny, clarifications, evaluation and comparison of tenders and recommendations regarding award of Contract shall be confidential. Any efforts on part of any Bidder to influence the Mormugao Port Trust in any way in the process of scrutiny, evaluation, comparison of tenders and decision concerning award of Contract may result in rejection of the Bidder's bid.

2.16.2.5 To assess the scrutiny, evaluation and comparison of tenders, the Mormugao Port Trust may ask Bidder individually for clarifications. Clarifications shall be sought only on the documents submitted along with the bid. No new documents/work orders shall be entertained which was not part of the original submission whose acceptance would affect unfairly the competitive position of others bidders presenting responsive bids. Request for clarification and response thereto shall be in writing/email. If the Bidder fails to submit the requested documents within the time specified by the department, his bid



is liable to be rejected. No change in Price or substance of the tender shall be sought, offered or permitted nor is the Bidder permitted to withdraw the tender before the expiry of the validity period of the tenders in the process of clarifications.

2.16.2.6 If a Technical Bid is not substantially responsive, it will be rejected by the employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation. The Price/Financial Bid of those bidders shall not be opened.

2.16.3 **OPENING OF PRICE BID:**

2.16.3.1 Tenders, which are found to be in conformity with MPT's Tender requirement, shall be considered for opening of Price Bid.

2.16.3.2 The Bidders found to be qualified and responsive shall be informed about the date and time of opening of their Price Bids. On the stipulated date and time the Price Bids of such Bidders shall be opened online.

2.16.3.3 The Bidders have to quote the rate per month for the subject work in the price Bid format– PART III excluding GST, ESI & PF.

2.16.3.4 The **Evaluation** will be done on the total of Basic Price of PART-A of BOQ and lowest offer (L1) shall be considered among all Bidders for award of work. PART-B is an optional item and shall be operated only if required. It will be not be considered for evaluation for arriving of L1. The validity of the offer for PART-B of BOQ shall be as the of the contract period. The rates offered shall be exclusive of GST. The GST element, if any shall not be considered for comparison. If any new tax imposed by the State/Central Govt., same shall be reimbursed by producing documentary proof. The applicable GST shall be paid to the concerned authority by the contractor and documentary evidence of the same shall be produced to MPT for reimbursement at actuals.

2.16.3.5 The Bidder whose bid is accepted by the Mormugao Port Trust, shall be duly informed in writing. Within 15 days of receipt of intimation, regarding acceptance of its bid, the Bidder shall submit draft Contract Agreement in the format approved by the Mormugao Port Trust as in the **ANNEXURE 06** of Tender Document, and within a week thereafter the Contract Agreement shall be signed between the Mormugao Port Trust and the successful Bidder.

2.16.3.6 If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer or his Representative's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the implementation/construction methods and schedule proposed.

2.16.3.7 Offers, deviations & other factors which are in excess of the requirement of the Tender document or otherwise result in the accrual of unsolicited benefits to the Employer shall not be taken into account in Tender evaluation.

2.16.3.8 The Price Bid with any counter conditions will be summarily rejected.

2.16.3.9 Further, in order to promote the Make in India Initiative by the Government of India, Class-I Local suppliers shall get purchase preference over Class-II local suppliers as well as Non Local supplier as per the following procedure (Refer GCC Clause No. 3.1 definitions) :-

2.16.3.10 Among all qualified bids, the lowest bid will be termed as L1, if L1 is Class-I Local supplier, the contract will be awarded to L1.

2.16.3.11 If L1 is not a Local Supplier, the lowest bidder among the local suppliers, will be invited to match the L1 price subject to local Supplier's quoted price falling within the margin of Purchase preference, and

the contract shall be awarded to such Local supplier subject to matching the L1 price.

2.16.3.12 In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

**Note:** **The Class-I local supplier / Class-II Local Supplier shall submit the self-attested copy along with the Bid clearly indicating the percentage of local content and provide self-certification that the services / items offered meets the local content requirement for Class-I local supplier / Class-II local supplier, as the case may be.**

## **2.17 AWARD OF CONTRACT**

### **2.17.1 Award Criteria**

The employer will award the contract to the L1 Bidder whose bid has been determined to be responsive to the bidding documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be (a) eligible in accordance with the provisions of Clause No 2.3 and (b) qualified in accordance with the provisions of clause No 2.4. The second bidder (L2) shall be kept in reserve and may be invited to match the bid submitted by the (L1) bidder in case such bidder withdraws or is not selected for any reason.

### **2.18 EMPLOYERS RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL**

Notwithstanding Clause no 2.17, the employer reserves the right to accept or reject any bid and to cancel the bidding process and reject all bids, at any time prior to the award of contract, without thereby incurring any liability to the affected bidder or bidders on the grounds for employer's action. Further, MPT does not bind them to accept the lowest offer.

## **2.19 NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT**

2.19.1.1 The bidder whose bid has been accepted will be notified of the award by the employer prior to expiration of the bid validity period. This letter (herein after and in the conditions of contract called the "letter of award") will state the sum that the employer will pay the contractor in consideration of the execution, completion and maintenance of the works by the contractor as prescribed by the contract (hereinafter and in the contract called the "contract price").

2.19.1.2 The notification of award will constitute the formation of the contract subject only to the furnishing of a performance security in accordance with the provision of clause 2.20.

### **2.19.1.3 SIGNING OF AGREEMENT**

(i) The Contractor shall execute an Agreement with the MPT within 21 days or extended time thereafter from the date of receipt of LOA. If the Contractor, whose tender has been accepted, fails to execute an Agreement within 21 days from the date of receipt of documents for execution of the Agreement, the Bidder shall not be allowed further to participate in the MPT's tenders.

(ii) The cost of stamping the contract Agreement and cost of preparation of contract document (1 original + 4 copies) must be borne by the successful Bidder. Stamp paper of Rs.1000/- shall be purchased from the Local authorized vendor in Goa for the purpose of contract agreement.

(iii) The place of stamping and signing of Agreement shall be at MPT only.

(iv) Further, if the Contractor undertakes, to enter into and execute, when called upon to do so, an

Agreement, with such modifications as agreed upon and unless and until the formal Agreement is prepared and executed, the Contractor's offer, MPT order and the written acceptance for the receipt of MPT order of the Contractor shall form a binding Contract between the MPT and the Contractor.

The Contract Agreement shall include amended final tender document, various clarification letters, written approval by the MPT authorities, Amendment to the Contract Agreement and any other conditions as agreed upon by the MPT and the Contractor.

## **2.20 SECURITY DEPOSIT**

Security Deposit shall consist of Performance Guarantee to be submitted at award of work. Performance Guarantee should be 3% of the contract price which should be submitted in the form of Bank Guarantee / Demand Draft within 21 days of receipt of letter of Award which will be refunded immediately not later than 14 days from completion of defect liability period. Failure of the successful Bidder to comply with the requirements as mentioned above shall constitute sufficient grounds for cancellation of the award of work and the Bidder can be disqualified from bidding for any contract with Mormugao Port Trust for a period of three years from the date of notification.

In case of submission of Bank Guarantee, the same shall be from any Nationalized/Scheduled Bank having branch at Goa and shall also be encasable at Goa branch. The Bank Guarantee shall be kept valid for the total contract period of three years plus Six Months claim Period. Thereafter, Performance Guarantee shall be released to the Contractor after successful completion of the Contract, deducting any dues payable to the Port. If the contract is extended on mutual consent at the same rates, terms and conditions of the contract, then the Performance Guarantee shall also be extended for the same period plus Six Months claim period.

**Note:-**The Penalty for the delay in submission of the Performance guarantee within the stipulate date above shall be at the rate of 1% of the amount of performance guarantee for each week or part of the week subject to maximum of 5% of performance guarantee for the number of weeks delayed beyond the stipulated date of submission.

## **2.21 CORRUPT OR FRAUDULENT PRACTICES**

The Employer requires that Bidders/Suppliers/Contractors under this contract, observe the highest standard of ethics during the procurement and execution of this contract. In pursuance of this policy, the Employer.

2.21.1 defines, for the purpose of these provisions, the terms set forth below as follows:

2.21.1.1 "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

2.21.1.2 "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

2.21.2 Will reject a proposal for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.21.3 will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract/contracts if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.

## **2.22 THE LAW, WHICH APPLIES TO THE CONTRACT**

The Contract shall be governed by the Indian Contract Act and under the Indian Law. The Arbitration for settlement of disputes shall be held in Goa, India.

**2.23 SETTLEMENT OF DISPUTES:**

- (i) If any dispute of difference of any settlement of kind whatsoever shall arise between the Chief Mechanical Engineer and the Contractor in connection with or arising out of the contract or the carrying out of the works (whether during the progress of the works, after the termination, abandonment of or breach of the contract) it shall in the first place be referred to be settled by the Chief Mechanical Engineer who within a period of 60 days after being requested by the contractor shall give written notice of his decision to the contractor, if the Chief Mechanical Engineer shall fail to give notice of his decision as aforesaid within a period of 60 days after being requested by the contractor as aforesaid or if the contractor be dissatisfied with any such decision then any such case, the contractor shall, within a further period of 30 days from the expiry of the first 60 days from the date of receipt of Chief Mechanical Engineer's decision, write to the Chairman putting forth his views why he is not in agreement with the decision given by the Chief Mechanical Engineer.
- (ii) If the contractor, after receiving notice of the decision of the Chief Mechanical Engineer does not refer the dispute to the Chairman seeking his decision, within a period of 30 days of the Chief Mechanical Engineer's decision then the Chief Mechanical Engineer's decision will be final and binding upon the contractor, and no further claim will exist thereto.
- (iii) The Chairman shall, within a period of 60 days from the receipt of the request from the contractor, give written notice of his final decision in the matter under dispute to the contractor. If the Chairman fails to give written notice of his final decision within a period of 60 days after being requested by the contractor as aforesaid or if the contractor be dissatisfied with any such final decision given, then the contractor may within a period of 30 days after the expiry of the period of 60 days from the date of his application to the Chairman or within a period of 30 days after receiving notice of such final decision, as the case may be, require that the matter or matters in dispute be referred to arbitration as herein after provided. If the Chairman has given the written notice of his final decision to the contractor, and no claim to the arbitration has been communicated to the Chairman by the contractor, within a period of 30 days from the receipt of Chairman's decision the said decision shall remain final and binding upon the contractor. If the Chairman fails to give written notice of his final decision to the contractor within a period of 60 days and no claim to the arbitration has been communicated to the Chairman or the Chief Mechanical Engineer by the contractor within a period of 30 days thereafter, then the decision given by the Chief mechanical Engineer shall remain final and binding upon the contractor as hereinafter provided such decision in respect of every matter as referred shall be final and binding upon the contractor until the completion of the work and shall forthwith be given, effect to by the contractor who shall proceed with the works with all the diligence whether he requires arbitration as hereinafter provided or not.
- (iv) All disputes or differences in respect of which the decision (if any) of the Chief Mechanical Engineer or the Chairman has not become final and binding as aforesaid shall be referred to the sole arbitration of an Engineer serving or retired of Central Government agencies, including Defence Service and or a member of Indian Council of Arbitrators, to be appointed by Chairman pursuant to and so as with regard to the mode and consequence of the reference and in all other respects to conform to the provisions of the Government of India Arbitration Act, 1996 and amended subsequently from time to time or any reenactment of statutory modification thereof for the time being in force. The sole arbitrator shall have full power to open up, review, and revise any decision, opinion, direction, certificate or valuation of the Chief Mechanical Engineer or the Chairman neither party, shall be limited in the proceedings before the Arbitration to the evidence or arguments put before the Chief Mechanical Engineer or the Chairman or the purpose of obtaining

his decision. No decision given by either the Chief Mechanical Engineer or the Chairman in accordance with the foregoing provisions shall disqualify them from being called as a witness and given evidence before the sole Arbitrator as aforesaid.

- (v) The Arbitrator shall not enter on the reference until after the completion or the alleged completion of works, unless with the written consent of the Board/Chairman/Chief Mechanical Engineer and the contractor provided always:- In the event of the Arbitrator to whom the matter is originally referred, is unable to act for any reason, the Chairman shall appoint another Engineer serving or retired of Central Govt. Agencies including Defence Service and or a member of Indian Council of Arbitrators as Arbitrator and he shall be entitled to proceed with the reference afresh or from the stage at which it was left by his predecessor. In all cases, the Arbitrator shall give a speaking/reasoned award.

#### 2.23.1 **ARBITRATION & CONCILIATION:**

##### **A) CONCILIATION**

- i) Dispute if any between MPT and the Contractor before, during or after the arbitration proceedings may be referred to a Conciliation and Settlement Committee (CSC) constituted by the Port for early resolution/settlement of claims of several disputes which has been arising under contract Agreement with Contractors/Service Providers.
- ii) The Standard Operating Procedure (SoP) for CSC of disputes through the conciliatory process and the constitution of the CSC of Independent Experts (CSC) is contained in the Policy Guidelines issued by the Port Trust on the subject and placed on the website of the Port Trust. It may be noted that the scope of the CSC pervades across disputes before, during or after the Arbitral process.
- iii) The conciliation proceedings shall take place in Goa preferably at Administration Building MPT and the cost towards conciliation shall be equally shared by both parties

##### **B) ARBITRATION**

Disputes if any, between MPT and the Contractor during the currency of the Contract or after the completion of the work or abandonment thereof shall be settled in accordance with Indian Arbitration & Conciliation Act, 1996 or any statutory modification or re-enactment thereof and rules made there under and for the time being in force shall apply to arbitration proceedings under this Contract. The disputes so raised shall be referred to a Sole Arbitrator, to be appointed by MPT. The arbitration proceeding shall take place in Goa or at Administration Building, MPT only, and the same shall be under jurisdiction of High Court of Goa. The cost towards Arbitration shall be equally shared.

- C) In addition to above, any other mechanism to resolve the dispute as per the directives of Ministry as and when received will be applicable to the Tender, with mutual consent of both the parties.

#### 2.24 **CLAUSES FOR COUNTRIES SHARING LAND BORDER WITH INDIA**

- 2.24.1 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 bidder shall furnish the certificate as per the format at **Annexure 14**. The relevant registration certificate and undertaking from DPIIT provided to the contractor shall be produced along

with **Annexure 14**.

- 2.24.2 “Bidder” (including the term ‘tenderer’, ‘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.
- 2.24.3 “Bidder from a country which shares a land border with India” for the purpose of this Tender means:-
- a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose beneficial owner is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- 2.24.4 The beneficial owner for the purpose of (2.24.3) above will be as under:
- 1) 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.
    - a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent, of shares or capital or profits of the company;
    - b. “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;
  - 2) 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;
  - 3) 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;
  - 4) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  - 5) 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.
- 2.24.5 An agent is a person employed to do any act for another, or to represent another in dealings with third person.

**3.0 GENERAL TERMS AND CONDITIONS OF CONTRACT:**

**3.1 DEFINITIONS**

In the Contract (as hereinafter defined) the definition of the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

- 3.1.1 "**Employer**" means Board of Trustees of Mormugao Port Trust, a body corporate under the Major Port Trust Act.1963, by notification issued by the Government of India, acting through its Chairman, Dy. Chairman or Chief Mechanical Engineer or any other officers so nominated by the Board.
- 3.1.2 "**Contractor**" means the person or persons, firm, corporation or company whose tender has been accepted by the Employer and includes the Contractor's servants, agents and workers, personal representatives, successors and permitted assigns.
- 3.1.3 "**Contract**" means and includes Tender Documents, Instructions to Bidders, General Conditions of Contract, Drawings, Specifications, and Schedules etc., any amendments thereto, Bid, Letter of award and the Contract Agreement.
- 3.1.4 "**Contract Price**" means the total sum of money to be paid by the employer to the contractor on timely completion of the contract work as per Contract including payment for extra work, i.e. as per defined and applicable items of the terms of payment, including any taxes and excise duties to be paid to state or central Government.
- 3.1.5 "**Specifications**" means the specification referred to in the tender documents and any modifications thereof or additions thereto or amendments thereto as may be from time to time be furnished or approved in writing by the Employer.
- 3.1.6 "**Work**" or "**Works**" shall mean the whole of the plant and materials to be provided and work to be done executed or carried out by the contractor under the contract.
- 3.1.7 The "**Site**" shall mean the whole of the premises, buildings and grounds in or upon which the system or works is or are to be provided, executed, erected, done or carried out.
- 3.1.8 The "**Schedule**" shall mean the schedule or Schedules attached to the specifications.
- 3.1.9 The "**Drawings**" shall mean the drawings, issued with the specification which will ordinarily be identified by being signed by the Chief Mechanical Engineer and any further drawing submitted by the contractor with his tender and duly signed by him and accepted or approved by the Chief Mechanical Engineer and all other drawings supplied or furnished by the contractors or by the Chief Mechanical Engineer in accordance with these contract conditions.
- 3.1.10 "**Trials**" and "**Tests**" shall mean such trials and tests as are provided for in these conditions of contract and described in the specification and shall include all other tests to be carried out as per the requirement of the 'employer'.

- 3.1.11 **"Approved" or "Approval"** shall mean approval in writing.
- 3.1.12 **"Month"** shall mean English Calendar Month.
- 3.1.13 **"Engineer-in-charge/representative"** shall mean any officer/ Engineer authorized by Chief Mechanical Engineer for purpose of this contract.
- 3.1.14 **"L1"** means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- 3.1.15 **Nodal Ministry"** means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.
- 3.1.16 **Tenderer/Bidder:** A person, society, firm or company willingly participating in tender in given terms and conditions, is Tenderer/ bidder.
- 3.1.17 **Tender:** Tender means the tender document (both technical and commercial) submitted by the tenderer for consideration by the MPT.
- 3.1.18 **Contractor:** Contractor means the person, Society, Firm or Company whose tender has been accepted by the MPT, and shall include his employees, agents, etc.
- 3.1.19 **MPT:** MPT means 'Mormugao Port Trust' an autonomous body of the Ministry of Shipping, Ports & Waterways of Government of India, incorporated under the Major Port Trust Act, 1963 as amended thereafter, under the laws of India and having its principal place of business at, Headland Sada, Mormugao Goa.
- 3.1.20 **Taxes :** GST, Cess Tax, Entry Tax and any other tax, levy, Fee, Cess imposed by Government (direct or indirect), from time to time.
- 3.1.21 **"Procurement entity"** means a Ministry of Department or subordinate office of or autonomous body controlled by, the Government of India and includes Government companies as defined in the companies act.
- 3.1.22 **"Local Content"** means the amount of value added in India which shall , unless otherwise prescribed by the Nodal Ministry , be the total value of the item/service procured (excluding net domestic indirect taxes) minus the value of imported content in the item/service (including all customs duties) as a proportion of the total value, in percent.
- 3.1.23 **"Class-I local supplier"** means a supplier or service provider, whose goods, services or works offered for procurement , has local content equal to or more than 50%.
- 3.1.24 **"Class-II Local Supplier"** means a supplier or service provider, whose goods, services or works ordered for procurement , has local content more than 20% but less than 50%.
- 3.1.25 **" Non Local supplier "** means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%.
- 3.1.26 **"Margin of purchase preference"** means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference, which shall be 20%.

## **3.2 USE OF CONTRACT DOCUMENT:**

- 3.2.1 The Contractor shall not, without prior consent, make use of any document except for the purpose of performing this contract.



3.2.2 **Contract Document:** Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

**3.3 PERIOD OF CONTRACT:**

3.3.1 Three years.

**3.3.2 EXTENSION OF CONTRACT**

Port reserves the right to extend the contract for a further period of one year or part thereof or more at the same rates, terms and conditions with mutual consent of both the parties.

3.3.3 **COMMENCEMENT OF WORK:** The contractor shall commence the work as indicated in LOA.

**3.4 PAYMENT TERMS:**

3.4.1 The monthly payment along with applicable GST will be released, subject to recoveries, if any within 30 days from the date of receipt of undisputed bills in duplicate and with all other supporting documents. GST Number shall be invariably indicated on all the invoices. Applicable GST shall be paid to the concerned authority by the Contractor and documentary evidence of the same shall be produced to MPT for reimbursement at actual.

3.4.2 No claim of interest will be entertained by the MPT with respect to delay on effecting the payment by MPT as per aforesaid payment terms.

3.4.3 The payment will be made in ECS mode. A copy of the PAN card, GST Registration and IT Returns acknowledgement for previous two years shall be furnished.

3.4.4 In case Government imposes any additional levies or taxes on this service during the contract period, the same will be reimbursed only on production of documentary evidence.

**3.5 INCOME TAX:** Applicable Income tax will be deducted from the monthly bills and necessary certificate will be issued to the contractor by the Finance department. All the applicable statutory recoveries shall be made from the monthly bills. Deduction of Income tax at reduced rates can be considered only after production of valid exemption certificate for the period issued by the Tax Authorities.

**3.6 TAXES:** The contractor shall pay the applicable GST to the concerned Department and the documentary evidence of the same to be produced to MPT for reimbursement by the Port. The Contractor/Bidder shall file the applicable returns with tax Departments in time and submit the same as documentary proof/evidence, GST as applicable shall be shown as a separate line items in the Tax Invoice. Input Tax Credit lost due to non-filing of GST return will be recovered/ collected from Final Bill.

- 3.7 The Contractor shall be liable for all acts of omission or commission of the personnel deployed and also for all liabilities pertaining to their salaries, Insurance coverage, statutory default or any action due to non-fulfillment of the statutory obligations.
- 3.8 The Contractor shall maintain all the Records/Registers as required under Central and State Contract Labour (Regulation & Abolition) Act. The Contractor shall allow inspection of the wage records etc., to the EIC or his representative.
- 3.9 **PERSONNEL:** The contractor shall deploy the manning as per the duty roaster prepared by the Engineer in charge deployed by the contractor and a copy of the same shall be submitted to the EIC or his representative time to time after confirming the same to be displayed on the work places for reference. Instruction Book is to be kept by the Contractor at the site. Any order or instructions issued by the EIC or his authorized representative shall be entered in the book. The contractor shall sign each entry in token of having seen the same. The instructions regarding Maintenance work to be attended in shortest possible time and compliance date to be mentioned in the instructions Book against each item after compliance of the instructions. This shall be returned to the EIC in good condition after the completion of the Contract period.
- 3.10 The wages paid shall include wages for weekly day of rest. One day in a week will be counted as a mandatory rest day (weekly off).
- 3.11 The wages shall be paid on or before 7th day of every month through the Bank only. Documentary evidence like bank statement of the contractor shall be furnished along with the bills.
- 3.12 The personnel have to attend the duty as per the roster. In case any personnel is on leave or absent from duty, suitable substitute should be provided by the Contractor failing which penalty as per clause No 5.18 of SCC is applicable.
- 3.13 The Contractor shall be accountable for all losses occurring during the contract period due to negligence or faulty maintenance of the systems by his staff.
- 3.14 The Employer (MPT) shall not be liable for any accident, damages or compensation payable to any workman or other person in the employment of the Contractor or any Subcontractor.
- 3.15 **TERMINATION OF THE CONTRACT**
- 3.15.1 In the event of repeated instances of unsatisfactory service or any failure at any time on the part of the contractor to comply with the terms and provisions of this contract to the satisfaction of MPT (who shall be the sole judge and whose decision shall be final), it shall also be open to MPT to terminate this contract by giving not less than Ninety (90) day's notice in writing to that effect and if the contractor, does not make good his default within the notice period, MPT shall be entitled to terminate the contract as a whole or in part duly informing MSME if applicable. In the event of such termination of the contract, MPT shall be entitled to:
- 3.15.1.1 encash the Performance Guarantee as it may consider fit;
- 3.15.1.2 get the balance/remaining work done by making alternative arrangements as deemed necessary and until such time MPT is able to appoint a new regular Contractor; and recover from the contractor (appointed under this tender) any extra expenditure incurred by MPT in getting the work done and damages which MPT may sustain as a consequence of such action.
- 3.15.2 If the extra expenditure incurred by MPT on account of unsatisfactory performance of the contractor as mentioned in paragraphs above is more than the Performance Security proposed to be encashed, the expenditure over and in excess of the Performance Security may be recovered by deducting the said amount from pending bills of the contractor under this tender or from

money due to the contractor by MPT under this or any other contract or otherwise. The contractor shall have no claim whatsoever against MPT, in consequence on such recoveries or termination of the contract, as stated above.

- 3.15.3 If at any time the contractor becomes insolvent or files an application for insolvency or any creditor of his moves the court for adjudicating him as an insolvent or, if he is convicted by any court of law, withdraws from the contract, MPT will have the absolute option of terminating the contract forthwith and he shall have no right for damages or compensations on this account.

### **3.16 EXIT CLAUSE**

MPT reserves the right to early terminate/pre-close the contract by giving an advance notice of one month (30 days). The contractor shall not be entitled for any compensation by reason of such termination.

### **3.17 DEBARMENT FROM BIDDING**

(i) A bidder shall be debarred if he has been convicted of an offence—

(a) Under the Prevention of Corruption Act, 1988; or

(b) The Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a service contract.

(ii) A bidder debarred under sub-section (i) or any successor of the bidder shall not be eligible to participate in the Port tenders for a period of three years commencing from the date of debarment.

(iii) Port may debar a bidder or any of its successors, from participating in any tenders undertaken by it, for a period two years.

### **3.18 POLICE VERIFICATION**

- 3.18.1 At all times, the Contractor will be responsible to ensure that the character and antecedents of manpower engaged by him are verified by Police Station of worker's residential area. Police verification is to be submitted prior to the commencement of the contract. The Contractor will also ensure that no person employed by him for the services has been / is involved in any activity against the interest of the state. A certificate shall be submitted by the Bidder showing that the staff deployed has been verified by the local police for irregularities if any.

3.19 The Bidder shall ensure that,

- a) The workforce deployed under this contract will be provided and use all the necessary safety gears and equipment for the job.
- b) Bidder/deployed staffs will follow all the required safety procedures while executing the job.
- c) They indemnify the Port for any accidents/incidents while carrying out the contract.

### **3.20 INSURANCE**

The Contractor shall effect and maintain the following policies at no cost to MPT, during operation period with an Indian Insurance Company approved by Insurance Regulatory Development Authority of India (IRDA).

- i. **Commercial General Liability (CGL):** The Contractor is required to take a Commercial General Liability (CGL) Insurance policy during execution of contract work to the extent of 110% of the contract value to cover Third party Liability with cross liability extension. The following third party liabilities shall be covered;
  - a. Third party bodily injuries/death/disablement of persons not belonging to Employer and/or Contractors.
  - b. Third party Property damage which includes damages to others materials /pipeline /cargo /inventories /equipment/other facilities belonging to third party and inclusive of properties during construction/ erection/ Government properties.
  - c. The value of third party legal liability for compensation for loss of human life or partial/total disablement as well as for damage to others equipment /material /property shall be of required statutory limit where applicable or as awarded by Court of Law.

The policy will be on claim made basis with retroactive date from the date of commencement of the contract and shall be valid throughout the tenure of the contract period (including defect liability period) and be also valid during the extended period if any.

The policy will be having claim series clause and extended notification clause with cross liability extension.

- ii. **Employer Liability Insurance:** The Contractor shall indemnify and keep indemnified the Employer against all damages or compensation payable at Law in respect of or in consequence of any accident or injury to any workman or other person in the employment of the Contractor or Sub-Contractor against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto and the Employer shall be at liberty to deduct or adjust from the Contractor's bills an amount that Employer may be called upon to pay towards claims, demands, proceedings, costs, charges and expenses whatsoever in respect of or in relation to any accident or injury referred to above without any reference to the Contractor.

The Contractor shall be registered under ESI as per the relevant statute and act and shall continue such insurance till completion of the Contract covering all the employees/workers/casual labour/contract labour/outsourced persons under his supervision deputed for the said contract work. The Contractor shall also submit such policy of insurance as and when required by the Employer / Employers representatives.

- iii. **Automobile Liability Insurance** covering use of vehicles / mobile equipments used by Contractor or sub-contractor(s) (whether or not owned by them) in connection with the execution of the contract.
- iv. **Claim Lodgment:** In all cases the Contractor shall lodge the claim with the underwriters and also settle the claims. All claims shall be settled in India. However, the Contractor shall proceed with the repairs and/or replacement of the damaged structures / facilities without waiting for the settlement of the claims. In case seizure of materials by concerned authorities the Contractor shall arrange prompt release against bond, securities or cash as required.
- v. The Contractor shall submit to the Employer;

- a. Evidence that the insurances described above have been effected and
- b. Copies of policies for the insurances described in the clauses have been submitted.
- c. When each premium is paid, the Contractor shall submit evidence of payment to the Employer.
- vi.** The Contractor shall keep informed their insurer of any relevant changes to the execution of the works and ensure that insurance is maintained in accordance with the insurance clause.
- vii.** The Contractor shall also arrange **PUBLIC LIABILITY INSURANCE (PLI)** as applicable under PLI Act, 1991.
- viii.** The Contractor will indemnify to the fullest extent permitted by law and keep the Employer, its officers, employees and other related parties hold harmless from all claims for bodily injury and property damage that may arise from the performance of the work.

### **3.21 INDEMNIFICATION**

The Contractor hereby agrees and undertakes to indemnify, keep indemnifies, depended and hold harmless the MPT and its Officers against all losses, penalties, costs and expenses, duties of any kind whatsoever which may arise on account of breach un-authorized act, fraud deed or any other acts of Contractor or any of its personnel. The Contractor hereby further agrees and undertakes to indemnify and keep indemnifies against any order passed by any executive, quasi-judicial or judicial authority wherein the MPT is compelled to obey the order which arise due to breach of contract by the Contractor.

The Contractor shall indemnify, protect and defend at its own cost, Mormugao Port Trust and its agents & employees from & against any/all actions, claims, losses or damages arising out of;

- i. Any violation by the Contractor in course of its execution of the contract of any legal provisions or any right of third parties.
- ii. Contractor's failure to exercise the skill and care required for satisfactory execution of the contract.
- iii. The Contractor shall indemnify MPT against all claims for compensation by or on behalf of any workman employed by him in connection with the contract, for injury or death by accident under the Workman Compensation Act (Act VIII of 1923) as amended from time to time.

The Contractor shall be responsible for all commissions and omissions on part of manpower engaged for the purpose. MPT shall not be responsible in any manner whatsoever, in matters of injury/death/health etc. of the Contractor's employees performing duties under the contract.

### **3.22 PERSONAL PROTECTIVE EQUIPMENTS**

The Contractor shall be solely responsible, at his own cost, for the supply of required PPE to his workers and staff and he shall also ensure the use of PPE such as helmets, safety shoes, nose masks, hand gloves, Safety Harness or any other equipment as required depending on nature of work by his staff at site.

### **3.23 CONDUCT**

The Contractor, at all times during the tenure of contract, shall take all measures to prevent any unlawful, riotous or disorderly conduct by or amongst his staff at the site and for the preservation of peace and protection of persons and property at the work site as well as in the neighborhood of

the works. The Contractor shall have adequate measures in place to ensure that the employed staff at all times complies with the provisions and obligations contained in the tender and as amended from time to time.

**3.24 ACCIDENT**

**3.24.1** The Contractor shall, within 24 hours of the occurrence of any accident, at or about the work site or in connection with execution of the contract, report such accidents to the Engineer-in-Charge giving all the details. He shall also provide additional information about the accident as requested by the EIC.

**3.24.2** The Employer shall not be liable for any accident, damages or compensation payable to any workman or other person in the employment of the Contractor during the contract period.

**3.25 SUB-CONTRACTING**

The Contractor shall not subcontract any part of the Works.

**3.26 FORCE MAJEURE:**

Notwithstanding anything in this agreement to the contrary neither the MPT nor the contractor shall be liable or deemed to be in default for any failure or any delay in performance hereunder, if caused by “force majeure” which term shall mean but not be limited to fire, explosion, natural causes like flood, earthquake, civil commotion, strikes epidemic, pandemic and other acts of God, action of enemies, act of any government or other similar causes beyond the control of the party affected, who shall notify the other party within a reasonable time from the beginning of the operation of said cause and shall thereafter exert all diligence to overcome such cause of delay and resume performance.

**3.27 EXTENDING OF WELFARE / SOCIAL SCHEMES TO CONTRACT WORKMEN / EMPLOYEES:**

List of Welfare and Social Schemes to be extended to the contract workmen/employees have been appended at **APPENDIX-I**. Contractor shall ensure that the same shall be extended to the workmen.

**EXECUTIVE ENGINEER (E-P)  
MORMUGAO PORT TRUST**

## **4.0 SCOPE OF WORK**

**Name of the Work: “CMC of hardware of RFID and Biometric Gate Access System for a period of three years”.**

### **1.0 GENERAL**

Mormugao Port has commissioned Radio Frequency Identification (RFID) based gate access system (RFID GAS) and Biometric Attendance system (BAS) through M/s. Kerala State Electronics Development Corp. Ltd. (KELTRON), Chennai and the RFID is in operation at Gate No. 1, 2, 9 (Entry & Exit) & Cruise berth, since 22.12.2016 and BAS for employees throughout the Port at various locations.

The present Comprehensive Maintenance Contract (CMC) of the RFID & BAS system is due to expire on 31.12.2021. As such, Port intends to award CMC of Hardware for further period of three years by inviting competitive bids.

The RFID system is inter-linked between gates as well as the Harbour Entry Permit (HEP) issuing Office located at Headland Sada. The system is designed to ensure fool-proof security to prevent entry/exit of any unauthorised person or vehicle. The software has been integrated with MPT’s SAP ERP ECC 6.0 SOH for the efficient issue of gate passes.

### **2.0 SCOPE OF WORK**

The work mentioned is illustrative and not exhaustive and tenderer may have to carry out any other related works, which are not included herein and to be carried out as per relevant standards

The subject work involves carrying out maintenance/ updation/ trouble shooting of the existing hardware for RFID & BAS as and when required, so as to ensure smooth functioning of the system. The same shall be carried out by Technical personnel (01 no.) stationed at the Port premises even beyond working hours in case of emergency.

The list of RFID and Biometric equipments installed are indicated at Appendix-III. However, the Contractor will have to also maintain (comprehensive maintenance) the Hand Held readers or such equipments, which may be installed at the later stage during this contract.

The system software as indicated below has been installed and commissioned by M/s. GA Software Technologies Pvt. Ltd., Bangalore.

- 1.) Web Based Software (PACS i.e. *Port Access control system*) for RFID
- 2.) Attrack Application for Biometric

- (i) Scope of work also covers replacement of spares / equipments to ensure minimum downtime thereby not adversely affecting functioning of the system. The spares shall be compulsorily maintained at site so as to reduce downtime of the system.
- (ii) Maintenance of equipment's and accessories as required. The list of equipment alongwith the location is indicated at Appendix-III.
- (iii) The successful bidder shall maintain and upkeep all the hardware so as to ensure 24 hrs. round the clock operations at Port at his own cost and risk.
- (iv) At the end of the period of contract, all the equipment, hardware, etc. under this tender shall be handed over to the Port on as is where basis is in good working condition.
- (v) The hardware shall be under the ownership of the Port. The bidder shall obtain/issue licenses or such other certification/documentation required for the purpose in the name of the Mormugao Port Trust. The successful bidder shall be responsible for the Server and client operating system as well as antivirus software.
- (vi) The successful bidder shall be responsible for insurance of all the hardware installed by vendor for risk coverage (accidental hazards, material breakage due to negligence, theft, storm, fire or any other hazards which may occur due to trespassing of vehicles & /or natural adverse climatic conditions and calamities- War, Fire, Cyclone, salinity problems at shore etc).
- (vii) In addition to the above, the successful bidder shall ensure that necessary replacement/upgradation/integration of hardware is carried out, as may be required for the successful operation of the system, from time to time.
- (viii) The successful Bidder shall co-ordinate with the User Dept. (Traffic Dept.), the Contractor of the CMC of RFID and Biometric Software and Contractor of Outsourcing Data Entry Operations to ensure smooth functioning of the system.
- (ix) The main location of server with necessary equipment is installed at Data Center in Administration Bldg. of Port and the mirror server at HEP. The locations are as indicated at the Appendix-III. Port reserves right to change locations as per operational convenience, through the successful bidder at no costs.
- (x) The system has been seamlessly integrated with SAP at MPT on real-time basis for retrieving and transferring/storage of data of approved visitors, vehicles, cargo information, financial data and Weigh Bridge data. The same information except financial data is being displayed on LED screens during RFID card flash at entry /exit gates.
- (xi) It is the responsibility of the successful bidder to ensure that switches/routers/hubs/nodes/PCs/Servers/any other devices connected to MPT LAN are secured properly so that the security of MPT's Information Technology Infrastructure is not compromised.
- (xii) The consumable items viz printer cartridges etc. have to be provided by the successful Bidder.
- (xiii) Daily reports pertaining to functioning of the equipment at locations have to be furnished in hard form daily and maintained as record by the successful bidder.



- (xiv) The successful bidder is required to protect all types of confidential, proprietary & Business information/assets pertaining Mormugao Port Trust.
  - (xv) The successful bidder is required to conduct background checks including obtain local police clearance certificate (PCC) of those employees who will be deployed at Mormugao Port during the entire term of the contract.
  - (xvi) The maintenance personnel shall be a qualified Engineer (Degree or Diploma in Computers / Computer hardware / IT / Electronics / Electronics & Telecommunication) who shall be deputed permanently at site for hardware maintenance. He / she shall have min. 2 years of experience in the field of hardware maintenance.
  - (xvii) The working hours shall be 0900 to 1710hrs from Monday to Saturday. However, in case of breakdown, the same shall be attended immediately, irrespective of holiday or time.
  - (xviii) The personnel shall make own arrangement for transport and accommodation. However, for accommodation, Port quarters can be availed on chargeable basis as per applicable Scale of Rates.
  - (xix) The personnel stationed shall maintain discipline during office hours.
  
  - (xx) The software pertaining to hardware i.e. firmware and the supporting reader level is to be updated by the successful Bidder as and when updates are made in RFID / Biometric software. The ‘firmware’ software and reader level software(developed by Electron India) are as indicated below:
    - a. Smax Softwares
    - b. Smax Listener
    - c. Command Manager
 Smax software includes Bio personalization application and RFID mifare card personalization application.
  
  - (xxi) The poles erected for installing RFID reader and also the TV enclosures are covered under the CMC. Any damage caused shall be done good by the successful Bidder. Any wiring / civil works pertaining to the same is under the purview of this scope of work.
  
  - (xxii) The bidder shall have a tie-up with the OEM of respective equipments installed at site and should ensure that regular maintenance is carried out so as to ensure round the clock operations.
- .....

## **SPECIAL CONDITIONS OF CONTRACT (SCC):**

### **5.1 PERIOD OF CONTRACT:**

- a) Three years.
- b) Port reserves the right to extend the contract for a further period of one year or part thereof or more at the same rates, terms and conditions with mutual consent of both the parties.

**5.2 Contractor's Working Area:** The Contractor will be provided with shared room for data entry works at the gates. The Contractor, shall except when authorized by the Engineer, confine his men, materials and plant in the site of which he is given possession. The Contractor shall not use any part of the site for purpose not connected with works unless the prior written consent of the EIC.

**5.3 Electric Power:** Electric Power supply will be made available to the Contractor free of cost for Operation and Maintenance of the system and also for the Office/Store room provided to the Contractor.

**5.4 Working in the Water Front Area:** The Contractor shall contact and coordinate his work with the other agencies working in the area. He shall abide by all Port regulations that may be enforced from time to time and coordinate his work in consultation with the Port and other user agencies at Terminal. Any damage to the Port's structures/ equipment or to other works caused at the time of carrying out operations and maintenance activities by his staff shall be made good by the Contractor at his own cost to the complete satisfaction of the EIC immediately failing which the cost of such damages will be recovered from the contractor's monthly bill.

**5.5 Welfare Facilities:** The Contractor shall provide welfare measures to his workmen as applicable under the Welfare Act. Transportation of the deployed staffs under this contract to and fro site, if required shall be arranged by the contractor at his cost. However, necessary passes for the vehicles of the deployed staffs under this contract shall be provided as per the rules.

**5.6 Precautions to be Taken:** It will be entirely the contractor's responsibility to provide personal protective equipment to his staff and labour force, take required steps to adequately safeguard the

personnel carrying out the work and to ensure that the work is carried out in such a manner that maximum safety to the personnel is assured.

- 5.7 Permission for Port Entry:** Port Entry passes to the Contractor, his vehicle and his workmen during the period of contract will be issued on payment basis as per rules. The Contractor shall make an application furnishing the details of his supervision staff and workmen for whom the Port Entry Passes are required. The contractor shall have to obtain Port entry pass for all their staff at their own cost for executing the contract inside the Port area during the contract period. The present HEP rates are in port website <https://mptgoa.gov.in>
- 5.8** Major Port Trust Act - 1963, Indian Ports Act -1908, Merchant Shipping Act - 1958, Dock Safety Regulations and all other relevant Laws on that behalf to the extent applicable in connection with the work to be carried out inside the Port.
- 5.9** No accommodation / transport facility will be provided by the Port to the workmen. If required Port shall provide residential facilities to the contractor or his employees during contract period on payment basis based on the availability as per MPT rules. Rates will be as per prevailing Scale of Rates (SoR) and revised from time to time by TAMP. Current rate is Rs.179/- per sq. mts per month or part thereof exclusive of GST. The rates will be escalated @ 5% per annum in the month of June every year, until revised by TAMP. A type Port quarter having single bed room is approx.. 45 sq. mts and B type having double bed room is approx..70 sq. mts
- 5.10** Mormugao Port Trust has absolute right to supervise, monitor the execution of the contract and any shortcomings in respect of the tender if observed shall be rectified by the Contractor.
- 5.11** The Contractor shall be accountable for all losses occurring to the Port during the contract period due to negligence or mal-operation of the systems.
- 5.12** The Contractor shall comply with all the Central State and Municipal Laws and Rules and shall be solely responsible for complying with the provisions of the Contract Labour (Regulations & Abolition) Act, 1970 & the contract labour (Regulation & Abolition Govt. of Goa Rules 1974 and rules there under and the enactments that may be applicable including ESI Act, the payment of wages act, Provident Fund Act, the Minimum Wages Act etc. The Workmen Compensation Act or any other applicable legislation and the Municipal by-laws or other statutory Rules and Regulations whatsoever in force if these are applicable. Any obligations finding or otherwise missed under any statutory enactments, rules & regulations there under shall be the responsibility of the Contractor and the MPT will take no responsibility for the same. The Contractor should take Workmen's Compensation Policy for his workers, who are not covered under ESI and submit the same to the EIC immediately after commencement of the work.

The Contractor shall indemnify MPT in the event of the Trustees being held liable to pay compensation for injury to any of the Contractor's servants or workmen under the Indian Workmen's Compensation Act 1923 as amended from time to time and shall take out an Insurance Policy covering all risks under the Act and shall keep the same renewed from time to time as necessary for the duration of the contract and produce the same to the Port on demand whenever so required.

- 5.13** The Contractor is liable to pay all Statutory Compensation to the Laborers/persons engaged by him for the satisfactory execution of the works. If any claim is made against Mormugao Port Trust on this work, the Mormugao Port Trust shall have the right to deduct the same from the bill amount payable to the contractor after verification of the validity and if admissible as per rules.

- 5.14** The Contractor shall indemnify the Mormugao Port Trust for any claim made towards statutory default or any action due to non-fulfillment of the statutory obligations towards E.P.F., ESI etc.
- 5.15** The Contractor shall take utmost care and precautions as regards fire accident while carrying out the operation and maintenance work. The hot works permits shall have to be obtained by the Contractor from the Competent Authorities of Mormugao Port Trust before carrying out any hot work. The Contractor shall also ensure that his operation and maintenance personnel strictly adhere to the instructions given by the EIC or his representative from time to time.
- 5.16** The Contractor shall engage the personnel as per the Manning roster round the clock during the contract period as per requirement. If any personnel in a particular category is absent in any of the shifts, the contractor shall engage a substitute from the same category, else the concerned category personnel shall be treated as absent and penalty as per clause No 5.18 of SCC shall be applicable and same shall be deducted from contractors monthly bill.
- 5.17** No cooking is permitted inside the plant. If any personnel found in alcoholic condition on duty point such personnel shall be removed from the service by the contractor and Port entry pass shall be surrendered to the EIC or his representative.

**5.18 PENALTY:**

- 5.18.1** The Contractor shall be penalized on following accounts;
- 5.18.1.1** In case of failure to commence the work within schedule date from the date of LoA, a penalty at a rate equal to the per day contract value on pro-rata basis shall be levied for the each day of delayed period and no payment shall be made to the Contractor for said period. The payment will be effected from the date of actual commencement of the work by the Contractor.
- 5.18.1.2** In case of failure to deploy Engineer, the Contractor shall be penalized at a rate equal to one day salary in force during that period. This will be in addition to the one day salary deduction from the monthly bill for each day of non-deploying Engineer.
- 5.18.1.3** It is required to maintain 100% availability of all systems except in case of unavailability of Port's network. However, Port's security should not be compromised. If, the site engineer fails to attend/resolve the fault, if any, the Contractor shall make own arrangements for the experts and rectify the fault within 24 hours. In case of failure to attend the fault within 24 hours, Port shall impose the penalty of Rs.3,000/- per day or part thereof.
- 5.18.1.4** The Engineer deployed for the CMC of hardware of RFID and Biometric Gate Access System shall be as per the qualifications prescribed at clause (xviii) of Scope of Work in this tender document. If the Engineer deployed under contract misbehaves/ doesn't obey the orders of EIC, the contractor shall be intimated to issue warnings to the concerned staff. If the concerned Engineer doesn't change his attitude of disobedience/ misbehavior; a second notice shall be served to the contractor, to terminate the concerned Engineer. The contractor upon receipt of the second notice shall immediately remove the Engineer from the contract and provide a replacement within 3 days from the date of issuance of the second notice. Wages pertaining to the concerned Engineer shall not be paid during this period. If the contractor fails to provide a suitable replacement within 3 days from the date of issuance of the second notice, penalty as per clause No 5.18.1.2 shall be imposed from the 1<sup>st</sup> day of issuance of second notice to the contractor, from the payment due to the contractor till such appointment has been made.
- 5.19** Contractor's Engineer shall not claim any type of compensation/Absorption/Regularization/Benefit (Health related also) of service from this office under Industrial Dispute Act 1947 & Contract Labour Act 1970. Same shall be ensured

by the Contractor. Further, the contractor shall ensure that, the deployed Engineer are not affiliated to any unions etc.

- 5.20** The Contractor shall at all times during the continuance of the Contract comply fully with all existing Acts, Regulations and bye law as including all statutory amendments and re-enactment of state or Central Government and other local authorities and any other enactment and acts that may be passed in future either by the State or the Central Government or local authority, including Indian Workmen's Compensation Act, Labour Laws and Equal Remuneration Act, 1976, Factories Act, Minimum Wages Act ,IE Act 1956, etc.
- 5.21** The Contractor shall pay the labourer engaged by him on the work not less than a fair wage, which expression shall mean, whether for time or piece work, rate of wages as may be fixed by the Labour Department of the State as per the Minimum wages Act. The payment made to the labours by the contractor to be compulsorily made in digital mode.
- 5.22** The Contractor or his sub-Contractor shall not employ a young child who has not completed his fifteen year of age. He/they shall also not employ an adolescent who has not completed his eighteenth year unless he is certified fit for the work as an adult as prescribed under Clause (b) of subsection (2) of section 69 of the Factories Act.1948.

**EXECUTIVE ENGINEER (E-P)  
MORMUGAO PORT TRUST**

**ANNEXURE – 01**

**BID SECURITY DECLARATION FORM**

Date: \_\_\_\_\_ Tender No. \_\_\_\_\_

To,

The Executive Engineer (Mech),  
MPT, Headland Sada Vasco.

Sub : E-tender for “**CMC of hardware of RFID and Biometric Gate Access System for a period of three years**”

I/We. The undersigned, declare that:

I/We understand that, according to tender conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with MPT for a period of one (1) year from the date of notification if I am /We

- a. are in a breach of any obligation under the bid conditions,
- b. made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements;
- c. If the bid is withdrawn or varied or modified in a manner not acceptable to the Employer during the validity or extended validity period duly agreed by the Bidder
- d. Any effort by the Bidder to influence the Employer on bid evaluation, bid comparison or contract award decision.
- e. Fail to commence the work on the specified date as per LOA/Work order and/or.
- f. sign the Agreement AND / OR furnish the required Performance security.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown) in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration) Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)

Corporate Seal (where appropriate)

**ANNEXURE 02**

**PARTICULARS OF BIDDER:**

All individual firms or each of the partners of an organization submitting the tender must complete the information in this form.

1.	Full name of the Firm:	
2.	Head Office address:	
3.	Contact person name at Head office:	
4.	Telephone number/s:	
5.	Fax number/s:	
6.	E-mail Id	
7.	Branch Office address, if any:	
8.	Contact person name at Branch office:	
9.	Telephone number/s:	

10.	Fax number/s:	
11.	E-mail Id	
12.	Works address:	
13.	Contact person name at Works:	
14.	Telephone number/s:	
15.	Fax number/s:	
16.	E-mail Id	
17.	Place of Registration/ Incorporation:	
18.	Year of Registration/ Incorporation	

Signature & seal of the Bidder

ANNEXURE -03

**FINANCIAL TURNOVER**

**Tenderers should provide financial information as detailed below to demonstrate that they meet the Qualifying requirements for short listing. If required, you may use separate sheets to provide complete financial information.**

Summary of actual assets and liabilities for 03 years. i.e. 2017 - 2018, 2018 - 2019 and 2019 – 2020.

<b>Financial Year</b>	<b>Annual Turnover (Rs. Lakhs)</b>
2017 - 2018	
2018 - 2019	
2019 - 2020	

**In support of submitted information, copies of Audited `Balance Sheets` and `Profit & Loss account` statements for last three (03) years must be attached.**

**Attachments:-**

- i) Financial reports for the last three years : balance sheets, profit and loss statements,

auditorsreports (in case of companies /corporation) etc. List them below and attach copies.

- ii) A statement duly certified by the Chartered Accountant showing the average Financial Turnover ofthe Tenderer over the last three Financial years 2017-18, 2018-19, 2019-20.

Signature & Seal of the Tenderer



**TENDER FORM**

(Note: - Bidders are required to fill up all the blank spaces in this Tender Form)

To,

The Chief Mechanical Engineer,  
MORMUGAO PORT TRUST,  
Headland Sada Vasco.  
India

1. Having examined the Instructions to Bidders, Conditions of Contract, Specifications and Schedules attached to the Tender with Annexure and having satisfied ourselves of the site conditions for the Tender for **“CMC of hardware of RFID and Biometric Gate Access System for a period of three years”**. We the undersigned, offer to execute the Contract as per conditions of contract, at rates for items of work in the Schedule of items of work and rates attached herewith.
2. We further undertake, if our tender is accepted, to deposit within 28 days from the date of receipt of the letter of acceptance, Bank Guarantees to the extent of 3% (three percent) of the contract price in the manner set forth in the GCC of tender.
3. We further undertake, if our tender is accepted, to enter into and execute within 21 days of our being called upon to do so, an Agreement in the form annexed and the conditions of contract with such modifications as are agreed upon.
4. Unless and until a formal agreement is prepared and executed, this tender together with your written acceptance thereof, shall constitute a binding contract between us.
5. We have submitted the Bid Security declaration as per the instructions.
6. We further agree that in the event of our withdrawing the tender before the receipt of the final decision or in the event of our failing to deposit the Performance Security in such form as contained in the GCC of tender or in the event of our tender being accepted, fail to execute an agreement in the form aforesaid within 21 days or extended time thereafter from the date of receipt of letter of award, we may be disqualified and debarred for a period of three (3) years from participating for tenders at Mormugao Port Trust duly informing the MSME authorities if applicable.
7. We agree that the payment shall be made directly to us by the Mormugao Port Trust in Rupees.
8. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_ in the capacity of \_\_\_\_\_ duly authorized to sign the Tender for and on behalf of

(IN BLOCK CAPITALS)

Witness

Signature:

Address:

**PRE-QUALIFICATION OF BIDDERS****PAYMENT RECEIPT DETAILS OF**

**M/s** \_\_\_\_\_ **(firms name) CERTIFIED BY STATUTORY**  
**AUDITOR**

Name of the Work : “CMC of hardware of RFID and Biometric Gate Access System for a period of three years”.

E- tender No : **CME/XEN(E-P)/e-tender/2021/01**

Details of payment received for the completed similar work (For similar work, please refer Clause No 2.4.2.1 of ITB) during the last seven years:

Sl. No.	Name of Work (i)	Work Order No. and Date (ii)	Extension orders to the work order mentioned at Sl No (ii) if any with order No and date.	Completion certificate No & date (iii)	Period of contract as per the Work order (iv)	Actual period of contract (including extensions if any) (v)		Final completed Value as per the completion certificate (Excl. of GST, ESI & PF) (vi)	Name and contact details of the client (vii)
						From	To		
1									
2									
3									

I hereby **declare** that the information given in this **Annexure 05** is true and correct to the best of my knowledge and belief and have been furnished duly verifying the documents submitted by the bidder.

Name of the Statutory Auditor:

Signature & Seal of the Statutory Auditor

UDIN No:

Ph No :

Email ID :

**NOTE:**

1. The bidder has to submit the details of payments received for the works executed in **Annexure 05** in full, duly signed and sealed by the statutory auditor with the UDIN number, failing which the bid shall be summarily rejected. In case any information in this annexure is found to be false or incorrect, that particular work shall not be considered for evaluation. Further, in case of false certification by the statutory auditor, same shall be informed to the Institute of Chartered Accountants of India (ICAI), for necessary action deemed fit.
2. Self attested photo copies of LOA/work order/agreements showing the awarded contract value for “similar works” and satisfactory Completion Certificates issued by the Client, indicating the reference of LOA/work order/Agreements, value of work order, date of commencement of work, actual date of Completion of works, actual completed Contract Value and remark of satisfactory completion from client,, for the contracts mentioned at Annexure 05. If the bidders does not enclose LOA/work order/agreements/completion certificates along with the Technical bid, as desired for any of the works mentioned at Annexure 05, that particular work shall not be considered for further evaluation. The Bidder shall also enclose detailed BOQ with rates and scope of work supporting the LOA/work order/agreements/completion certificates submitted as per Annexure 5. TDS certificate clearly showing the tax deduction from client for related work orders/agreements shall be produced for verification.  
**Note:** The BOQ & scope of work supporting the LOA/work order/Agreements should have Clients endorsement.
3. The works declared by the bidder in **Annexure 05** only shall be considered for technical qualification of the bidders. **LOA/Work orders/Agreements other than the ones mentioned in this Annexure 05 shall not be considered for evaluation, even if they have been uploaded along with the technical bid. Bidder shall not have any claim on this account later on.**
4. Additional sheets may be used if necessary.

**FORM OF AGREEMENT**

MEMORANDAM OF AGREEMENT made this day ..... of two thousand ..... at Vasco, Goa BETWEEN the Board of Trustees of the Mormugao Port Trust, Mormugao Goa, a body corporate under Major Port Trusts Act of 1963 (hereinafter called the Board which expression shall, unless excluded by or repugnant to the context be deemed to include their successors in Office) of the one part

AND

(hereinafter called the "CONTRACTOR" which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and assigns or successors in Office) on the other part.

WHEREAS the Board is desirous of **"CMC of hardware of RFID and Biometric Gate Access System for a period of three years"**

WHEREAS the Contractor has offered to execute, complete and maintain such works and whereas the Board has accepted the tender of the contractor and where as the contractor has deposited a sum of Rs...../- (Rupees \_\_\_\_\_) as security for due fulfilment of all the conditions of this contract.

NOW THIS AGREEMENT WITNESSES as follows:

1. In this agreement Words and expressions shall have the same meanings as are respectively assigned to them in the condition of the contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement viz.
  - a. Technical Specifications
  - b. Schedule of Rates/Prices
  - c. General Conditions of Contract
  - d. Special Conditions of Contract
  - e. Letter of Award (LOA)
  - F. Acceptance of LOA by Contractor
  - g. Purchase Order
  - h. Security Deposit
3. The Contractor hereby covenants with the Board to construct, complete and maintain the Works' in conformity in all respects with the provision of the agreement.
4. The Board hereby covenants to pay the Contractor in consideration of such construction, completion and maintenance of the works, the "Contract Price" at the times and in the manner prescribed by the contract.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals the day and year first above written.

THE COMMON SEAL OF THE BOARD WAS	}	
HEREUNTO AFFIXED AND THE CHIEF	}	CHIEF MECHANICAL ENGINEER
MECHANICAL ENGINEER THEREOF,	}	MORMUGAO PORT TRUST

SIGNING IN THE PRESENCE OF :

i) \_\_\_\_\_

ii) \_\_\_\_\_

SEALED AND SIGNED BY THE	}	
CONTRACTOR IN THE PRESENCE	}	CONTRACTOR
OF :-	}	

i) \_\_\_\_\_

ii) \_\_\_\_\_

**FORMAT OF PERFORMANCE SECURITY DEPOSIT BANK GUARANTEE**

(Bank guarantee bond to be issued by nationalized banks only)

In consideration of the Board of Trustees, Mormugao Port Trust (hereinafter called "Board") having offered to accept the terms and conditions of the proposed agreement between ..... and ..... (hereinafter called "the said contractor(s)") for the work "**CMC of hardware of RFID and Biometric Gate Access System for a period of three years**" (hereinafter called "the said agreement") having agreed to production of the irrevocable Bank Guarantee for Rs.....(Rupees..... only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We .....(indicate the name of the Bank) (hereinafter referred to as the "Bank") hereby undertake to pay to the Board an amount not exceeding Rs..... (Rupees ..... only) on demand by the Board.
2. We .....(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Board stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs..... (Rupees ..... only).
3. We, the said Bank, further undertake to pay to the Board any amount so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder, and the contractor(s) shall have no claim against us for making such payment.
4. We .....(indicate the name of the Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement, and it shall continue to be enforceable till all the dues of the Board under or by virtue of the said Agreement have been fully paid, and its claims satisfied or discharged, or till the Engineer-in-charge, on behalf of the Board, certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s), and accordingly discharge this guarantee.
5. We .....(indicate the name of the Bank) further agree with the Board that the Board shall have the fullest liberty without our consent, and without effecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Board against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Board or any indulgence by the

Board to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to Sureties would, but for this provision, have effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We .....(indicate the name of the Bank) lastly undertake not to revoke this Guarantee except with the previous consent of the Board in writing.
8. This Guarantee shall be valid upto ..... unless extended on demand by the Board.
9. The Board is authorized to enforce claim against guarantee at the local branch of the Bank in Goa, in case such eventuality of encashment arises.
10. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs..... (Rupees ..... only) and unless a claim in writing is lodged with us within six(6) months of the date of expiry or extended date of expiry of this Guarantee, all our liabilities under this Guarantee shall stand discharged.

Dated the ..... day of ..... For  
.....

(indicate the name of the Bank).

**FORMAT FOR DECLARATION**

*(To be executed on bidder's letter head)*

To \_\_\_\_\_

Name of the Work: **“CMC of hardware of RFID and Biometric Gate Access System for a period of three years”** .

The undersigned, having studied the pre-qualification submission for the abovementioned project, hereby states:

- (a) The information furnished in our bid is true and accurate to the best of my knowledge.
- (b) That in case of being pre-qualified, we acknowledge that the Employer may invite us to participate in due time for the opening of Price cover of the tender on the basis of provisions made in the tender documents to follow.
- (c) When the call for tenders is issued, if the legal, technical or financial conditions, or the contractual capacity of the firm or joint venture changes, we commit ourselves to inform you and acknowledge your sole right to review the pre-qualification made.
- (d) We enclose all the required pre-qualification data format and all other documents and supplementary information required for the pre-qualification evaluation.
- (e) We state that no changes have been made by us in the downloaded tender documents and also understand that in the event of any discrepancies observed, the printed tender document No. \_\_\_\_\_ is full and final for all legal/contractual obligations (delete if not required).
- (f) No conditions are incorporated in the Financial Bid. In case any conditions are specified in the Financial Bid, the Tender will be rejected summarily without making any further reference to the Bidder.
- (g) We also state that we have not made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid.
- (h) We also undertake that, currently we don't have any litigation.

Date:

Place:

Name of the Applicant : \_\_\_\_\_

Represented by (Name & capacity)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(To be executed on non-judicial Stamp Paper of Rs.100/-)

**FORMAT OF POWER OF ATTORNEY** (in original)

In favour of signatory/s to the Tender, duly authenticated by Notary Public.

POWER OF ATTORNEY IN FAVOUR OF ----- (Name, Designation, Company name)

TO ALL TO WHOM THESE PRESENTS shall come, I, (Name & address of the authorized person to sub-delegate/delegate powers, delegated on him by the Board of Directors) do hereby sub-delegate/delegate, in terms of the powers delegated to me by the Board of Directors, ----- (name of the Co.) to Shri ----- (name, designation & address of the Attorney) the following:

NOW KNOW YE AND THOSE PRESENTS that I, (Name & address of the authorized person to sub-delegate/delegate powers, delegated on him by the Board of Directors), do hereby authorize and empower Shri ----- (name, designation & address of the Attorney) to do severally amongst others, for the purpose of carrying on our business, the following:

- a) To represent lawfully the (name of the Co.) for obtaining bid/tender documents, prepare, sign, execute and submit tenders for execution of **“CMC of hardware of RFID and Biometric Gate Access System for a period of three years”** Or any other works incidental to such works
- b) To discuss the technical and financial matters, negotiate and accept prices and take decisions regarding terms and conditions and sign agreements and contracts and also to bind the (name of the Co.) arbitration clause included in the contract.
- c) For all or any of the purposes here of to sign and deliver or otherwise execute such deed or deeds, transfer or transfers, endorsement or endorsements and to perform such other acts, matters, things as the Attorney shall consider requisite or advisable as full and effectively as the Company could do, if present and acting there.

I, (Name & address of the authorized person to sub-delegate/delegate powers, delegated on him by the Board of Directors) in terms of the powers delegated to me by the Board of Directors of (name of the Co.), do hereby agree that all acts, deeds and things done by the said Attorney by virtue of this power of attorney, shall be construed as acts, deeds and things done by the Company.

I, (Name & address of the authorized person to sub-delegate/delegate powers, delegated on him by the Board of Directors), further undertake to ratify and confirm whatever our said attorney shall do or cause to be done for the Company, the said Company, in the premises, by virtue of the powers hereby given.

WHEREAS, this sub-delegation is signed and delivered to Shri ----- (name & designation of the Attorney), on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (Two thousand \_\_\_\_\_).

WHEREAS, even though this sub-delegation is signed on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ (Two thousand \_\_\_\_\_), will have effect from the date he signs and receives this



delegation.

IN WITNESS WHEREOF, I, (Name & address of the authorized person to sub-delegate/delegate powers, delegated on him by the Board of Directors) has, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ (Two thousand \_\_\_\_\_ ) set my hands and subscribed my signature unto this instrument.

SIGNED AND DELIVERED ON

\_\_\_\_\_ BY

(Name of authorized person to delegate powers)

WITNESS:

SIGNED AND RECEIVED ON

\_\_\_\_\_ BY

(Name & designation of Attorney)

**BANK INFORMATION FOR E-PAYMENT**

1	Name and full address of the Bidder	
2	Credit Account No. (Should be full 14 digit)	
3	Account type (SB or CA or OD)	
4	Name of the Bank	
5	Branch (Full address with Telephone No.)	
6	MICR code (should be 9 digit)	
7	Telephone/Mobile /Fax No. of the Bidder	<b>Telephone:</b>
		<b>Mobile:</b>
		<b>Fax:</b>
8	<b>Xerox copy of a cheque should be enclosed</b>	
9	<b>PAN</b> (Xerox copy of <b>Permanent Account Number</b> shall be enclosed)	

**Signature and seal of the Bidder**

**PRE CONTRACT INTEGRITY PACT****General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_, between, on one hand, the Board of Trustees of MORMUGAO PORT TRUST acting through Shri \_\_\_\_\_, Chief Mechanical Engineer, MORMUGAO PORT TRUST (hereinafter called the 'BUYER/EMPLOYER', which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s \_\_\_\_\_ represented by Shri \_\_\_\_\_, Chief Executive Officer (hereinafter called the 'BIDDER' which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the 'BUYER/EMPLOYER' has invited bids for **“CMC of hardware of RFID and Biometric Gate Access System for a period of three years”** and the BIDDER is submitting his bid for the same and

WHEREAS the BIDDER is a Private company / Public company / Government undertaking / registered partnership firm, constituted in accordance with the relevant law in the matter and the 'BUYER/EMPLOYER' is MORMUGAO PORT TRUST.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the 'BUYER/EMPLOYER' to obtain the desired said stores/equipment/services/works at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the 'BUYER/EMPLOYER' will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

**Commitments of the 'BUYER/ EMPLOYER'**

1.1 The 'BUYER/EMPLOYER' undertakes that no official of the 'BUYER/EMPLOYER', connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 1.2 The 'BUYER/EMPLOYER' will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the 'BUYER/EMPLOYER' will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the 'BUYER/ EMPLOYER' with full and verifiable facts and the same is prima facie found to be correct by the 'BUYER/EMPLOYER' necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the 'BUYER/ EMPLOYER' and such a person shall be debarred from further dealings related-to the contract process. In such a case while an enquiry is being conducted by the 'BUYER/ EMPLOYER' the proceedings under the contract would not be stalled.

### **Commitments of BIDDERS**

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
  - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 'BUYER/EMPLOYER' connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
  - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 'BUYER/EMPLOYER' or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
  - 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
  - 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
  - 3.5 The BIDDER further confirms and declares to the 'BUYER/EMPLOYER' that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the 'BUYER/EMPLOYER' or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
  - 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the 'BUYER/ EMPLOYER' or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
  - 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the 'BUYER/ EMPLOYER' as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the 'BUYER/EMPLOYER' or alternatively, if any relative of an officer of the 'BUYER/EMPLOYER' has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.  
The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the 'BUYER/EMPLOYER'.

#### **4. Previous Transgression**

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify bidder's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **5. Bid Security Declaration (BSD)**

- 5.1 While submitting commercial bid, the BIDDER shall submit the Bid Security Declaration Format in lieu of EMD

#### **6. Sanctions for Violations**

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the 'BUYER/EMPLOYER' to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The disqualification of bidder and debaring for a period of three years duly informing MSME authorities if applicable and forfeiture of Performance Security/Performance Bond (after the contract is signed) either fully or partially, as decided by the 'BUYER/EMPLOYER' and the 'BUYER/ EMPLOYER' shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the 'BUYER/EMPLOYER', and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the 'BUYER/EMPLOYER' in connection with any other contract, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the 'BUYER/EMPLOYER', alongwith interest.
  - (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall, be liable to pay compensation for any loss or damage to the 'BUYER/EMPLOYER' resulting from such cancellation/rescission and the 'BUYER/EMPLOYER' shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
  - (vii) To debar the BIDDER from participating in future bidding processes for a minimum period of five years, which may be further extended at the discretion of the 'BUYER/EMPLOYER'.
  - (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
  - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the 'BUYER/EMPLOYER' with the BIDDER, the same shall not be opened.
  - (x) Forfeiture of Performance Guarantee in case of a decision by the 'BUYER/ EMPLOYER' to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The 'BUYER/EMPLOYER' will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the 'BUYER/EMPLOYER' to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

## **7. Fall Clause**

- 7.1 The BIDDER undertakes that it has not performed/is not performing similar project at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar project was performed by the BIDDER in any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the 'BUYER/EMPLOYER', if the contract has already been concluded.

## **8. Independent Monitors**

- 8.1 The 'BUYER/EMPLOYER' has appointed the following Independent Monitor (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission  
Name and Address of the Monitor:  
**Shri Seva Ram, IAS,**  
**660, Sector – 26,**  
**Panchkula – 134116,**  
**Haryana.**  
**Email: sarangalsr@hotmail.com**
- 8.2 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitor shall not be subject to instructions by the representatives of the parties and perform his functions neutrally and independently.
- 8.4 Both the parties accept that the Monitor has the right to access all the documents relating to the project/bidding, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the 'BUYER/EMPLOYER'.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the 'BUYER/EMPLOYER', including that provided by the

BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

- 8.7 The 'BUYER/EMPLOYER', will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority of 'BUYER/EMPLOYER' within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / EMPLOYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

### **9. Facilitation of Investigation**

In case of any allegation of violation of any provisions of this pact or payment of commission, the 'BUYER/EMPLOYER' or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

### **10. Law and Place of Jurisdiction**

This Pact is subject to Indian Law.' The place of performance and jurisdiction is the seat of the 'BUYER/EMPLOYER'.

### **11. Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

### **12. Validity**

- 12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the 'BUYER/EMPLOYER' and the BIDDER, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 12.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 12.3 If the BIDDER is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

13. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_/\_\_\_\_/2021

BUYER/EMPLOYER

BIDDER

Name of the Officer  
and Designation

CHIEF EXECUTIVE OFFICER

Witness

Witness

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_,

\* Provisions of these clauses would need to be amended/ deleted in line with the policy of the BUYER/ EMPLOYER in regard to involvement of Indian agents of foreign bidders.

**ANNEXURE - 12**

**UNDERTAKING ON INDEMNIFICATION**

We \_\_\_\_\_ (Bidders Name ) hereby agree and undertake to indemnify, keep indemnifies, depended and hold harmless the MPT and its Officers against all losses, penalties, costs and expenses, duties of any kind whatsoever which may arise on account of breach un-authorized act, fraud deed or any other acts of ours or any of our personnel. We hereby further agree and undertake to indemnify and keep indemnifies against any order passed by any executive, quasi-judicial or judicial authority wherein the MPT is compelled to obey the order which arise due to breach of contract by us.

We \_\_\_\_\_ (Bidders name ) shall indemnify, protect and defend at our own cost, MORMUGAO PORT TRUST and its agents & employees from & against any/all actions, claims, losses or damages arising out of;

- i. Any violation in course of execution of the contract of any legal provisions or any right of third parties.
- ii. Failure to exercise the skill and care required for satisfactory execution of the contract.
- iii. Shall indemnify MPT against all claims for compensation by or on behalf of any workman employed by us in connection with the contract, for injury or death by accident under the Workman Compensation Act (Act VIII of 1923) as amended from time to time.

We \_\_\_\_\_ (Bidders name ) shall be responsible for all commissions and omissions on part of manpower engaged for the purpose. MPT shall not be responsible in any manner whatsoever, in matters of injury/death/health etc. of our employees performing duties under the contract.

We \_\_\_\_\_ (Bidders name ) hereby undertake that ,

- a. The workforce deployed under this contract will be provided with all the necessary safety gears and equipment for the job.
- b. Bidder/deployed Engineer will follow all the required safety procedures while executing the job.

Sign and Seal of the Bidder/ Bidders Authorised representative



**FORMAT FOR PROPRIETORSHIP**

To,  
The Chief Mechanical Engineer,  
Mormugao Port Trust,  
Headland Sada, Vasco,  
India

Sir,

**Sub.: CMC of hardware of RFID and Biometric Gate Access System for a period of three years.**

Ref.: E-tender No.

This is to inform you that I Mr. (Name)\_\_\_\_\_is the sole proprietor of M/s. \_\_\_\_\_having their registered office at \_\_\_\_\_(Name of the firm). By virtue of proprietorship, I am authorized to sign tender document, execute Agreement and all related corresponding documents in the subject tender invited by Mormugao Port Trust.

I have a attached copy of the Trade License for your reference.

Company Seal & Sign

**Certificate for Tenderers / 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.

**Signature of the Bidder**

**LIST OF WELFARE/SOCIAL SCHEMES**

SCHEMES TO CLAIM BENEFITS FOR BUILDING WORKERS UNDER THE GOA BUILDING AND CONSTRUCTIONS WORKERS WELFARE BOARD

<b>SR NO.</b>	<b>NAME OF THE SCHEME</b>
1.	Maternity Benefit
2.	Pension Benefit
3.	Grant for purchase or construction of House
4.	Disability Pension
5.	Loan for the purchase of tools
6.	Funeral Assistance
7.	Death Benefit
8.	Medical Assistance
9.	Financial Assistance for Education to the children of building workers.
10.	Financial Assistance for marriage
11.	Family Pension
12.	Interim Relief to the beneficiaries affected by Disaster

UNIVERSAL HEALTH COVER FOR ENTIRE RESIDENT POPULATION OF GOA STATE

1.	Deen Dayal Swasthya Seva Yojana
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**STANDARD OPERATING PROCEDURE FOR SAFE WORK AT HEIGHTS**

1. The site conditions should be assessed by a competent site in-charge/ supervisor/ foreman to identify all the hazards present along with the associated risks.
2. No work should be carried out in rough weather conditions like heavy rains, strong winds etc.
3. For all work on the roof top of shed/ high rise structures, safety net with adequate load bearing capacity should be provided underneath the roof trusses to have a fall protection system.
4. Lifelines should be provided at regular intervals to allow workers to hook their safety belts all the time while working at a height.
5. The workers should strictly wear safety belts, which should be hooked to the nearest lifeline all the time.
6. Other Personal Protective Equipment (PPE) like safety helmet, safety shoes, reflective jackets etc. should be worn by workers all the time, while at work.
7. The work platform or scaffolding used for work at height should possess required load bearing capacity with adequate guard rails.
8. The work should not be carried out in haste and shortcuts should be avoided.
9. Workers should be familiarized with basic first aid procedures and all the emergency numbers to act promptly in the event of any accident/incident.
10. Any dangerous occurrence should be brought to the notice of concerned authority for necessary action.
11. All tenders involving work at heights should incorporate conditions for provision of safety nets of adequate load bearing capacity underneath the roof/ working platform and adequate number of lifelines on the rooftop as a fail proof fall protection system.

**RFID / BAS Equipment with Location**

Sr. No	Device	Total	Gate 1	Cruise Berth	Gate 2	Subst. A	Gate 9	HEP	Control Room	Data center	HL Civil	HL Elec	Signal St	A O F F	A O S F	A O T F	A O G F	AO Ma in gate	S & T bl dg	IO C	V-2 shed	MM Bai na	Hosp ital	Bai na W/s	Spare
1	RFID reader	14	4	2	2		6																		
2	Signal Pole	5	2		1		2																		
3	TV/ Display Samsung DB32E	8	1	1	1		4		1																
4	Boom barrier	5	1	1	1		2																		
5	Biometric reader	22	1		1	1	2				1	1	1	1	1	1	2	1	1	2	1	1	1	1	1
6	Gate Server (Desktop)	5	1		1		1	2																	
7	UPS APC SR 3000 with 6 nos. 12V 65AH SMF batteries	5	1	1	1		1	1																	
8	Network Switch Dlink DGS 1024S	5	1	1	1		1	1																	
9	NVR HIKVISION DS7604NI/E1	4	1		1		1		1																
10	Biometric reader UPS	21	1		1	1	1				1	1	1	1	1	1	2	1	1	2	1	1	1	1	1
11	Thermal printer TSC TTP-345	2					1	1																	
12	Camera HIKVISION	15			1	1	1				1	1	1	1	1	1	1		1	1	1	1		1	
13	Printer HP Laser Jet 1020 plus	2					1	1																	
14	Pass issue Desktop	3					2	1																	
15	Work Station (Laptop)	2						2																	
16	Card printer	2						2																	
17	Router Cisco 1840	2						2																	
18	Scanner Scanjet 200	2						2																	
19	Server	2								2															
20	Mirror Server	1						1																	
21	Card personalization RFID reader	3						3																	
22	Biometric Personalization reader	1						1																	
23	External HDD(1TB)	2																							

### Technical specifications for Hand Held reader

<b>Physical Characteristics</b>	
Dimensions	6.0in. L x 3.0in.W x 0.70 in. H 155mm L x 75.5mm W x 18.6mm H.....(+/- 5%)
Weight	Maximum of 300g with battery
Display	5.0 in. High Definition (1280 x 720); exceptionally bright, outdoor viewable, optically bonded to touch panel.
Imager Window	Corning Gorilla Glass
Touch panel	Dual mode capacitive touch with stylus or bare or gloved fingertip input (Conductive stylus solid separately); Corning Gorilla Glass.
Backlight	LED backlight
Power	Rechargeable Li-Ion, Power precision,, ≥15.48 Watt hours ≥ 4150 mAh, improved battery metrics for better battery management, fast charging (upto 2.4A)
Expansion Slot	User accessible MicroSD upto 32GB SDHC and upto 128 GB SDXC
SIM	1 Nano SIM slot
Network Connections	WWAN, WLAN, WPAN (Bluetooth)
Notification	Audible tone; multi-color LEDs, vibration
Keypad	On-screen keypad and enterprise keyboard
Voice and Audio	Two microphones with noise cancellation, vibrate alert, speaker, Bluetooth wireless headset support, High quality speaker phone, PTT headset support, cellular circuit switch voice, HD voice
Buttons	Programmable back button, dual dedicated scan buttons, dedicated push-to-talk button, and volume up/down buttons.
<b>Performance Characteristics</b>	
CPU	Snapdragon 650 64-bit hexa-core 1.8GHz ARM Cortex A72, power optimization
Operating System	Android 7.0 Nougat or higher
Memory	Standard : 2GB RAM/16 GB Flash or higher
<b>User Environment</b>	
Operating Temperature	-4 <sup>0</sup> F to 122 <sup>0</sup> F/-20 <sup>0</sup> C to 50 <sup>0</sup> C (RH 5 % to 95% Non-condensing)
Storage Temperature	-40 <sup>0</sup> F to 158 <sup>0</sup> F/-40 <sup>0</sup> C to 70 <sup>0</sup> C
Humidity	5% to 85% non-condensing
Drop Specifications	Multiple 6ft. drops to concrete with the rugged boot accessory per Mil STD 810 G; Multiple 4 ft/1.2m drops to tile over concrete without rugged boot accessory -10 <sup>0</sup> C to 50 <sup>0</sup> C (14 <sup>0</sup> F to 122 <sup>0</sup> F)
Sealing	IP65 per applicable IEC sealing specifications
<b>Interactive Sensor Technology</b>	
Light Sensor	Automatically adjusts display backlight brightness
Motion Sensor	3-axis Accelerometer with MEMS Gyro
Proximity Sensor	Automatically detects when the user places the handset against head during a phone call to disable display output and touch input
<b>Data Capture</b>	
Scanning	imager (1D and 2D) with extraordinary range Scan range – Code 39 barcode. 20Mil 2.0in to 30.0in/5.08 cm to 76.2cm 4 Mil 3.3in to 8.8 in/8.4 cm to 22.4 cm
Camera	Rear-13 MP autofocus, 1/2.4 aperture rear camera flash LED generates balanced white light, supports Torch mode.
NFC	ISO 14443 Type A and B,F, FeliCa and ISO 15693 cards, P2P mode and Card Emulation via ULCC and Host.
<b>Wireless Wan Data And Voice Communications (TC56 only)</b>	
Radio Frequency Band	Worldwide : LTE700,800/900/1800/2100/2600 (FDD 28.20.8.31 28.20, 8.3.1.7)UMTS/HSPA/HSPA-850/900/AWS/1900/2100; GSM/GPRS/EDGE; 850/900/1800/1900 Americas : LTE700,850/1900/AWS, (FDD 13,12,17.5.2.4); UMTS/HSPA/HSPA-850/900/AWS/1900/2100; GSM/GPRS/EDGE; 850/900/1800/1900; CDMA 850,1900 (BCO, BCI)
GPS	Integrated; Autonomous; Assisted GPS (A-GPS); Navstar; GLONASS;
Wireless LAN	

Radio	IEEE 802.11a/b/g/n/ac/d/h/i/r/w, Wi-Fi certified; IPv4,IPv6, 2x2 MIMO (TC51 only) 1x SISO (for C56)
Data Rates	5GHz; 802.11a/n/ac- upto 866.7 Mbps (upto 433.3Mbps for TC56) 433.3Mbps for TC56) 2.4GHz; 802.11b/g/n – upto 144Mbps (upto72.2Mbps for TC56)
Operating Channels	Channel 1-13(2412-2472MHz), Chan 36-165 (5180-5825 MHz) Channel Bandwidth : 20,40,80MHz Actual operating channels/frequencies and bandwidths depend on regulatory rules and certification agency.
Security and Encrytion	WEP(40 or104 bit); WPA/WPA2 Personal (TKIP and AES), WPA/WPA2 Enterprise (TKIP and AES) – EAP-TTLS(PAP, MISCAP, MISCAP-2) EAP –TLS PEAPvO- MISCAPv2, PEAPv1-EAP-GTC and LEAP Data in Motion FIPS 140-2 Level1 Data at Rest : FIPS 140-2 Level1
Certifications	WFA(802.11n, 80211ac, WMM-AC, Voice Enterprise WMM-PS), Miracast WFA (Mobile AP/Personal Hotspot)- TC56 only
Fast Roam	PMKID caching, Cisco CCKM; 802.11r;OKC
Wireless Pan	
Bluetooth	Class2, Bluetooth v4.1(Bluetooth Smart technology); Bluetooth Wideband support HEPv1.6, Bluetooth v4 Low Energy (LE)

**PRICE BID**

**ITEM RATE BOQ (PART-A)**

Tender Inviting Authority: Office of the Executive Engineer (E-P), Mechanical Engineering Department, MPT, Headland Sada Vasco 403 804.

**(Bidders not to quote here, to be filled up/quoted online only)**

Name of Work: “CMC of hardware of RFID and Biometric Gate Access System for a period of three years”.

Contract No: CME/XEN(E-P)/e-tender/2021/01

Name of the Bidder/ Bidding Firm / Company :					
<b><u>PRICE SCHEDULE</u></b> <b><u>PART-A</u></b> (DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY) (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )					
NUMBER #	TEXT #	NUM BER #	TEXT #	NUMBER #	NUMBER #
Sr. No.	Item Description	Quan tity	Units	BASIC RATE In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT in Rs. P (6=3X5)
1	2	3	4	5	7
1	CMC of Hardware equipments				
1.1	1st year	12	months		
1.2	2nd year	12	months		
1.3	3rd year	12	months		
2	Manning : Engineer (Technical) (1 nos.)				
2.1	1st year	12	months		
2.2	2nd year	12	months		
2.3	3rd year	12	months		
<b>Total in figures</b>					<b>0.00</b>
<b>Quoted Rate in Words</b>			<b>INR</b>		
<b>Note: 1) The rates quoted above shall be exclusive of GST.</b>					
<b>2) Applicable GST shall be paid to the concerned authority by the Contractor and documentary evidence of the same shall be produced to MPT for reimbursement at actual.</b>					
<b>3) GST shall be shown as a separate line item in the tax invoice.</b>					

Contractor Signature:

Stamp & Seal:



### ITEM RATE BOQ (PART-B)

Tender Inviting Authority: Office of the Executive Engineer (E-P), Mechanical Engineering Department, MPT, Headland Sada Vasco 403 804.

**(Bidders not to quote here, to be filled up/quoted online only)**

Name of Work: “CMC of hardware of RFID and Biometric Gate Access System for a period of three years”.

Contract No: CME/XEN(E-P)/e-tender/2021/01

Name of the Bidder/ Bidding Firm / Company :					
<b><u>PRICE SCHEDULE</u></b> <b><u>PART-B</u></b>					
(DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY) (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )					
NUMBER #	TEXT #	NUM BER #	TEXT #	NUMBER #	NUMBER #
Sr. No.	Item Description	Quan tity	Units	BASIC RATE In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT in Rs. P (6=3X5)
1	2	3	4	5	7
1.	<b>Hand Held reader</b>				
1.1	Supply of handheld card readers compatible with Ports existing RFID system and as per technical specifications at Appendix-IV	5	numbers		
1.2	Supply of RFID handheld app development Custom software as per RFID API requirement.	1	LS		
<b>Total in figures</b>					<b>0.00</b>
<b>Quoted Rate in Words</b>			<b>INR</b>		
<b>Note: 1) The rates quoted above shall be exclusive of GST.</b> <b>2) Applicable GST shall be paid to the concerned authority by the Contractor and documentary evidence of the same shall be produced to MPT for reimbursement at actual.</b> <b>3) GST shall be shown as a separate line item in the tax invoice.</b> <b>4) <u>The above item will not be considered for evaluation for arriving of L1. The rates shall be operated at a later stage as per the Port's requirement.</u></b>					

Contractor Signature:

Stamp & Seal:

**MPT BANK DETAILS FOR REMITTING TENDER FEES**

Name of Payee: The FA &amp; CAO, MPT, Headland Vasco Goa

**ELECTRONIC PAYMENT SYSTEM MANDATE FORM**

The details for processing the payment through RTGS as below:-

1	Name of the Beneficiary	<b>MORMUGAO PORT TRUST</b>
2	Address of the Beneficiary with PIN Code	<b>Administrative Office Building, Headland Sada, Goa – 403804.</b>
3	PAN Number	<b>AAALM0293P</b>
4	Name & Mobile Number of responsible person	<b>Sanjay Kulkarni, (Chief Cashier) 9765617087, 2594417</b>
5	Name of the Bank & Branch	<b>STATE BANK OF INDIA, Mormugao Harbour Branch</b>
6	Bank Telephone Number	<b>0832-2520212</b>
7	Address of the Bank	<b>STATE BANK OF INDIA, Mormugao Harbour, Goa-403803.</b>
8	MICR Code of the Bank	<b>403002024</b>
9	IFSC Code No.	<b>SBIN0002164</b>
10	Type of Account and Branch Code	<b>Current Account / Branch Code:-002164</b>
11	Account number of the Bank	<b>10438017048 (MPT General Account)</b>
12	Beneficiary E-mail ID	<b>cashmpt@mptgoa.gov.in</b>

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**CHECK LIST**

**Tender No: CME/XEN(E-P)/e-tender/2021/01**

**SCHEDULE FOR CHECKLIST OF DOCUMENTS TO BE UPLOADED ALONG WITH TECHNO-COMMERCIAL BID**

<b>DETAILS OF DOCUMENT TO BE SUBMITTED</b>		<b>YES</b>	<b>NO</b>
<b>TECHNICAL BID</b>	1 Bid Security Declaration and RTGS receipt of Tender fee or supporting document for exemption of Tender fee.		
	2 Supporting documentary evidence of work orders and satisfactory completion certificate issued by the client duly self-attested and TDS certificate of the supporting work. Copy of TDS certificate of the supporting work should also be uploaded.		
	3 Copies of profit and loss Account statements, balance sheet and Auditor's report for the last three years, endorsed by Chartered Accountant with attestation.		
	4 Certificates: a) GST Registration Certificate. b) Pan card copy c) Employees State Insurance Registration certificate d) PF Registration Certificate.		
	5 Tender Document, sealed and signed by the bidder along with corrigendum/addendums, if any		
	6 a) Annexure – 01 – Bid Security Declaration b) Annexure – 02 -Particulars of Bidder. c) Annexure – 03 – Financial Turnover d) Annexure – 04 – Tender Form e) Annexure – 05 – Payment receipt details certified by Statutory Auditor f) Annexure – 08 – Format of Declaration g) Annexure – 09 –Power of Attorney h) Annexure – 10 – Bank information for E-payment i) Annexure – 11 – Pre Contract Integrity Pact. j) Annexure – 12- Undertaking on indemnification k) Annexure –13 – Proprietorship undertaking l) Annexure –14-Certificate for tenderers/bidders sharing land border	-	
<b>PRICE BID</b>	<b>PART-III - Price Schedule (Online Mode Only)</b>		