

# **MORMUGAO PORT TRUST**

## **TENDER DOCUMENT**

### **VOLUME - 1**

**TENDER FOR SUPPLY, INSTALLATION,  
COMMISSIONING OF ACCESS CONTROL  
SYSTEM AND OPERATION &  
MAINTENANCE FOR THE PERIOD OF 5  
YEARS AT  
MORMUGAO PORT TRUST**

**TENDER NO.TM/196/2014/02**

Traffic Manager  
Traffic Department  
Mormugao Port Trust  
Headland, Sada  
Goa 403804.  
Phone No. 0832-2521140  
Fax No.0832-2521145  
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**MORMUGAO PORT TRUST**  
**TRAFFIC DEPARTMENT**

**T E N D E R   N O T I C E**

**TENDER NO: TM/196/2014/02**

Tenders are invited in dual cover system duly sealed and superscribed "TENDER FOR SUPPLY, INSTALLATION, COMMISSIONING OF ACCESS CONTROL SYSTEM AND OPERATION & MAINTANCE FOR THE PERIOD OF 5 YEARS AT MORMUGAO PORT TRUST".

Period of Contract : 5 YEARS

Cost of Tender : Rs. 3000/-

E.M.D : Rs.3, 00,000/-

Sale of tender : 22.12.2014 to 12.01.2015

Last date for  
Receipt of tender : 13.01.2015 at 1500 hrs.

Pre-Bid Meeting : 02.01.2015 at 1500 hrs.

Opening of Tender : 13.01.2015 at 1530 hrs.  
(Technical Bid I)

Ref. website : [www.mptgoa.com](http://www.mptgoa.com).

Tender sets can be downloaded from the website or obtained from the Traffic Department on payment of the cost of the document at the Cash Section, Finance Dept., A.O. Bldg. Headland Sada, 403804.

Bidders who wish to attend the Pre-Bid Meeting to be held on 02.01.2015 at 1500 hrs. are requested to send their queries latest by 31.12.2014 on the below mentioned email ID.  
[tm@mptgoa.com](mailto:tm@mptgoa.com)

**TRAFFIC MANAGER**

**SECTION 1**  
**SALIENT FEATURES OF TENDER**

01	<b>Title of the Work</b>	“TENDER FOR SUPPLY, INSTALLATION, COMMISSIONING OF ACCESS CONTROL SYSTEM AND OPERATION & MAINTENANCE FOR THE PERIOD OF 5 YEARS AT MORMUGAO PORT TRUST”.	
02	Tender No.	TM/196/2014/02	
03	Validity of Tender Offer	Rates shall hold good and be firm at least for 180 days from the date of opening of the tender & during currency of the contract.	
04	Deposits	<b>EMD (Rs.)</b>	<b>Security Deposit (Rs.)</b>
	<b>Amount</b>	Rs. 3,00,000/- (Rupees three lakhs only)	Rs. 10% of the total contract value quoted by the successful tenderer for their work for 5 years in DD or by Bank Guarantee
	<b>Period</b>		
	Discharge of Deposits	Refunded after placement of order on successful tenderer.	Refunded after expiry of contract period.
05	Cost of tender document set	Rs.3000/-	
06(i)	Tender documents can be obtained by submitting the original cash receipt to:-	Traffic Manager, Main Administrative Bldg., Mormugao Port Trust, Sada.403804	
(ii)	Tender documents can also be down loaded from Port website <a href="http://www.mptgoa.com">www.mptgoa.com</a>	The tenderer shall enclose DD for Rs.3000/- along with tender favoring FA&CAO, MPT, failing which tender will not be considered.	
07	Time, Date for Sale of Documents.	On all working days from 22.12.2014 to 12.01.2015 during Office hours.	
08	Time and Date upto which the completed tenders will be accepted.	15:00 hrs. on 13.01.2015	
09	Venue for submission and opening of Tenders	Office of the Traffic Manager. Traffic department, Third floor, A.O. Bldg. Headland, Sada, Goa 403804	
10	Time & Date of opening of cover 1 – (i) Technical Bid.	<b>15:30 hrs. on 13.01.2015</b>	
(ii)	Time & Date of opening of Cover 2 – Financial Bid.	To be notified later.	
11	Earnest Money Deposit(s) (EMD) to be paid by Demand Draft drawn on any SBI/ Nationalized Bank payable at Vasco-da-Gama drawn in favour of :-	FA&CAO, Mormugao Port Trust	
12	Duration of Contract	60 months	
13	Commencement of the work	Immediately on placement of order	
14	Completion of all supplies, installation and commissioning	Within 90 days of placement of order	
15	Commencement of operation & maintenance of Access Control System	Immediately on commissioning/after 90 days of placement of order	

The bidder should submit the following self attested documentary evidence, to substantiate his eligibility:

Sr. No.	Documents submitted	Page No.	Yes /No
1.	- Articles of Association for companies / Partnership Deed for Firms - MOU in case of consortium along with Articles of Association / Partnership deeds of each consortium member		
2.	Letter from Original Equipment Manufacturer (OEM) for each Access control Component if the bidder is an authorized System Integrator of OEM – Product vendor Authorization Form		
3.	Copy of the Audited Balance Sheet and Profit and Loss Statement for last three financial years i.e. 2011-12, 2012-13 and 2013-14. Certificate from Chartered Accountant for Average Annual Turnover for last three financial years i.e. 2011-12, 2012-13 and 2013-14.		
4.	Copies of work orders Details of work Satisfactory Completion Certificate (s) from Client(s) If the Bidder has worked earlier with MPT, Satisfactory Performance Certificates from MPT shall be enclosed		
5.	Bidder should submit original Solvency Certificate from the bank in the name Mormugao Port Trust		
6.	Agreement on stamp paper duly registered with the competent authority of all the consortium members in an appropriate format.		
7.	Letter of Undertaking in the form provided in the tender document.		
8.	Power of Attorney authorizing from the Bidder / Lead Member of their representative as signatory of Tender documents in the format provided in the tender document.		
9.	Details of No litigation certificate against the Firm / Members.		
10.	PAN card no. and Bank details with MICR & IFSC code(s)		
11	Maintenance plan		
12	Any other document which may be subsequently called by the employer.		

**Note: Please also refer clause 3.8 of the tender document.**

## SECTION 2

### DEFINITION OF TERMS

**DEFINITION OF TERMS**:- The following words shall have the meaning herein assigned to them unless the context requires otherwise:-

1. **MPT or Employer** means the Mormugao Port Trust / Board of Trustees of the Port of Mormugao, a statutory body under the Major Port Trusts Act, 1963.
2. **Chairman** means the Chairman of the Board and includes the person appointed to act in his place under Section 14 & 14A of the Major Port Trust Act, 1963.
3. **Traffic Manager** means the Traffic Manager of Mormugao Port Trust or the Officer of the Board who has invited the Tender on its behalf or any other officer as may be appointed from time to time by the employer with written notice to the Contractor, to act as Traffic Manager for the purpose of Contract.
4. **Contract** means and includes Tender Documents, Instructions to Tenderers including Conditions of Contract, Technical and Price Bids, Annexures, Schedules, etc. and any amendments thereto, Letter of Acceptance and Agreement entered into between the MPT and the Successful Tenderer as per format given in **Annexure-IV** of the tender documents.
5. **Contractor** means the Person or Persons, Firm, Corporation, Joint Venture or Company with whom MPT has entered into Contract and includes the Contractor's Servants, Agents and Workmen, Representatives, Successors and permitted assigns.
6. **Approved/Approval** means the approval in writing.
7. **Contract Rates** means the rates accepted by the MPT.
8. **Day** means calendar day.
9. **Letter of Acceptance** means the formal acceptance, made by or on behalf of the MPT.
10. **Month** means calendar month.
11. **Officer-in-Charge** means the Traffic Manager, or any other officer as nominated by the Traffic Manager of the Mormugao Port Trust.
12. **Schedule** means the Schedule annexed to this tender documents including Appendices to Price Bid.
13. **Site** means the land and other areas on, under, in or through which the Works are to be executed or carried out, or any other place provided by the MPT for the purpose of the Contract.
14. **Sub-Contractor** shall mean a Person or Persons to whom a part or full portion of the work has been assigned by the Contractor with prior consent of MPT in writing.
15. **Works** means issue of identity cards/dock entry permits for personnel & vehicles for their entry in Port premises and supply, installation & commissioning of hardware, software and other accessories for operation and maintenance of the Access Control System.

#### **SINGULAR AND PLURAL:**

Words importing the singular also includes the plural and vice versa where the context requires.

### **SECTION 3**

- 3.1 Tenderers are advised to go through all the conditions stipulated in the tender documents and submit the sealed tender separately in two cover system, Cover-1 for Technical Bid and Cover-2 for Financial Bid with enclosures/accompaniments.
- 3.2 Tenderers are advised to make a complete study of the work involved before filling the financial bid.
- 3.3 The work consists of supply, installation, commissioning of access control system and operation & maintenance of the same as detailed in the tender documents. The tenderer should quote rates for the work as per format enclosed in the Price Bid.
- 3.4 The successful tenderer shall take up the work strictly as per the rates quoted by him provided the rates quoted are acceptable to the Port.
- 3.4.1 An agreement as per **Annexure III** will be entered into within in 30 days of time of placement of work order.
- 3.5. The Traffic Manager reserves the right to add, delete or alter any specification/item of work at any time and his decision is final and binding upon the contractor.
- 3.6. The Traffic Manager reserves the right to reject any or all tender(s) without assigning any reason thereof and he is not bound to accept the lowest tender(s) and also reserves the right to divide the contract between two or more tenderers. The decision of the Traffic Manger will be final & binding upon such tenderers.

#### **3.7. MINIMUM ELIGIBILITY CRITERIA FOR PARTICIPATION IN THE TENDER**

To be eligible to participate in the tender, the tenderer shall have;

- (i) An average annual turnover of Rs.50 lakhs (Rupees fifty lakhs only) for the last 3 years i.e. 2011-12, 2012-13 & 2013-14 and the same shall be supported by finalized accounts along with the certificate to that effect by Chartered Accountant.
- (ii) At least 1 year of experience in supply, installation, commissioning of access control system and operation & maintenance of the same required. The Tenderer shall produce complete details of the firm, year of establishment, and commencement facilities available, qualifications and experience of technical/non-technical personnel with their experience in the field and the works carried out along with the certificate showing satisfactory execution of work from the party concerned for the entire /interim period of the contract performed with such employers.

**3.8. SUBMISSION OF TENDERS:** All enclosures with the tender including the covering letter shall be submitted in two cover system in the following manner:-

**A. COVER NO. 1** – Technical Bid: - This cover containing volume-1 shall be properly sealed and superscribed with title of contract work on top as **“TENDER FOR SUPPLY, INSTALLATION, COMMISSIONING OF ACCESS CONTROL SYSTEM AND OPERATION & MAINTENANCE OF THE SAME FOR 5 YEARS AT MORMUGAO PORT TRUST”**. Technical Bid Cover No.1 shall bear on the bottom left corner of the cover the name and address of the tendering Firm Company with official rubber stamp. The following accompaniments shall be duly signed with Company seal and enclosed while submitting cover No. 1.

The tenderer shall specifically ensure that the schedule for prices/rates i.e. Financial Bid for execution of work is not enclosed in this cover No. 1: -

- (i) Each and every page of Volume 1 of the original tender document need to be signed. The duplicate tender documents shall be retained by the tenderer for his reference
- (ii) Covering letter from the tenderer on his own letterhead stating that no deviations, or counter conditions are made in the bid document must be recorded in **Annexure – I**
- (iii) All Annexures duly filled without keeping any blank space and initialed on each and every page with rubber stamp.
- (iv) Financial Solvency Certificate for a minimum amount of Rs. 50 lakhs from any Nationalized Bank.
- (v) Certificates of having carried out similar works and proof of having requisite turnover as indicated under the Minimum Eligibility Criteria.
- (vi) Status of Company including details of Joint Venture, Partnership Deeds of Memorandum of Association and Article of Association as applicable.
- (vii) Manpower deployment schedule to cover all activities described in the scope of work and which shall not be less than 1 Nos. supervisory and 4 nos. skilled members per shift of 8 hrs each.
- viii) Details of organizational chart showing hierarchy and key personnel.
- (ix) Information regarding any current litigation against the tenderer (or each member, in the case of Joint Venture or Partnership)
- (x) Maintenance plan, covering details of periodical maintenance of the hardware and other accessories etc.
- (xi) Copy of the clarifications given by the MPT during pre-bid meeting.
- (xii) Service Tax registration details.



**B. COVER NO. 2 Financial Bid:-** Volume 2 of the tender containing only rates/prices shall also be properly sealed and super scribed with title of contract work on top as **“TENDER FOR SUPPLY, INSTALLATION, COMMISSIONING OF ACCESS CONTROL SYSTEM AND OPERATION & MAINTENANCE OF THE SAME FOR 5 YEARS AT MORMUGAO PORT TRUST”** Financial Bid – Cover No. 2, and shall write on the bottom left corner of the cover the name and address of tenderer with his official rubber stamp.

- (i) The Cover No. 2 shall contain only the prices/rates entered in words and figures in the prescribed format enclosed in the tender for execution of contract work. No other accompaniments shall be enclosed in Cover No. 2. The Price Bid shall be inclusive of all taxes and any royalties payable. The Price Bid shall not include service tax, which shall be payable extra by the tenderer.
- (ii) Both the sealed covers shall be simultaneously submitted to the Traffic Manger, Mormugao Port Trust, Headland – Sada, Goa 403804, on or before the stipulated time & date as specified in Tender Notice.
- (iii) EMD in the form of D.D. shall be enclosed along with a covering letter in a separate envelope to the Traffic Manager.
- (iv) Cover No. (1) Technical Bid and EMD, will be opened immediately on the date & time as mentioned in the Tender Notice in the presence of such of the tenderers who desires to be present at the time of opening.

**C. Tenders shall be opened as per the following procedure:-**

- (i) In the first instance the cover containing the EMD shall be opened. If the EMD is found to be in order, the cover containing Technical Bid will be opened. At the time of opening Technical Bid the salient features of Technical Bid, as considered appropriate by the Traffic Manager, MPT shall be read out if necessary.
- (ii) The envelopes containing the Price Bid shall not be opened. All the sealed Price Bids of the Tenderers shall be put in a separate cover and sealed in the presence of the Tenderers’ representatives. The sealed cover containing Price Bids shall be kept in the safe custody of MPT.
- (iii) Cover marked No. (2) Containing the Price Bid will be opened on a subsequent date to be notified to the tenderers. Cover No.2 of only those Tenders which have been shortlisted/fulfilled the Minimum Eligibility Criteria and qualified after verification of Cover I will be opened.

**D. In respect of any doubt, obscurity or clarification of tender documents/clause therein, the tenderer must obtain required clarification/information from the Traffic Manager before submission of his tender. Further technical clauses laid down in this contract shall prevail over General Conditions of the contract in case of any doubt or obscurity.**

- (i) The tender form issued is not transferable to any other person/firm.
- (ii) In the event of the tender being submitted by a partnership firm, it must be signed separately by each constituent thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of Attorney which authorizes him to do so.
- (iii) Tenderers shall refrain from sending revised or amended offers after closing of the tender.

- (iv) Any correction to rates/prices shall be supported by the tenderers signature therein against such corrections. In case the rates quoted in figures and words are not identical, the lower of the two rates entered in figures or words shall be deemed as the price quoted for the item in question.
- (v) Rectification of Errors : Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, a unit price shall prevail and the total price shall be corrected.
- (vi) All Bidders are advised to visit the work site before submitting their offers, in order to make themselves fully aware of the work conditions. Mormugao Port Trust will not be responsible for any costs or expenses incurred by the Bidder in connection with preparation or delivery of the tenders, including cost and expenses related to visits to the sites.
- (vii) Please ensure the details of officials representing prospective bidder who wish to make a site visit and which shall be provided to MPT by email : [tm@mptgoa.com](mailto:tm@mptgoa.com) to make appropriate arrangements.
- (viii) Pre-Bid meeting : Pre-bid meeting will be held in order to clarify and discuss issues with respect to the tender vis-à-vis terms and conditions of any other related issues. The meeting shall be held at **1500 hrs 02.01.2015** at 3<sup>rd</sup> floor, Conference Hall of Traffic Department of Mormugao Port Trust, Administrative Office Building, Headland Sada. Prospective Bidders are advised to formulate their views and forward the same to the Traffic Manager Traffic department 3<sup>rd</sup> floor of Mormugao Port Trust, Administrative Office Building, Headland Sada on or before **31.12.2014** and indicating their intention to attend the pre-bid meeting. During the pre-bid meeting the queries received in advance would be clarified first, followed by those received during the meeting. The changes if any, proposed by the Bidder would be discussed and the MPT response would be provided to all the Bidders present. The queries received from all the prospective bidders would be consolidated and MPT's response to the same would be communicated to all the tenderers in writing well in advance before the last date of submission of tender. The clarifications so issued in the pre-bid meeting would form part of the tender and remain binding on all the bidders and the same shall be accepted and submitted by all the bidders alongwith their offers.

### **3.9. Scrutiny and Evaluation of Technical Bid**

- (a) The documents submitted with the Technical Bid will be scrutinized to ascertain whether the Tenderer fulfils the requirements, as stipulated in the tender documents and the Minimum Eligibility Criteria. The Bids, which do not fulfill the tender requirements, shall not be considered for further evaluation.
- (b) The Technical Bids shall be thereafter scrutinized for responsiveness. For this purpose, a tender shall be treated as substantially responsive which meets with all requirements of the tender documents and is without deviations. The tender received with any deviation/s or counter conditions shall not be considered for further evaluation.

(c) After the tender opening, the whole process involving scrutiny, clarifications, evaluations and comparison of tenders and recommendation regarding short-listing shall be confidential process. Any efforts on the part of any Tenderer to influence the MPT in any way in the process of scrutiny, evaluation, comparison of tenders and decision concerning short-listing may result in rejection of the Tenderers Bid.

(d) To assist the scrutiny, evaluation and comparison of tenders, MPT may ask any tenderer individually for clarifications. Request for clarification and response thereto shall be in writing or through fax followed by Post or through Speed Post. No change in Price Bid or substance of the tender shall be sought, offered or permitted. The tenderer shall not be permitted to withdraw the Bid before the expiry of the validity period during the process of clarifications.

### 3.10 Evaluation of Price Bid

The successful tenderer shall be selected taking into account the monthly total average lowest cost i.e. fixed charges and the charges for each type of permits/passes issued to persons and vehicles for their entry/exit in Mormugao Port Trust for arriving at the lowest monthly cost.

The details of average numbers of identity cards /dock entry permits issued per month to visitors/vehicles for the past 5 months are given below. However, these numbers are indicative and volume of work cannot be guaranteed.

Description	Average No. of Passes
<b>TEMPORARY</b>	
<b>1 DAY - 7 DAYS</b>	
<b>Persons</b>	<b>8804</b>
<b>Vehicles</b>	<b>799</b>
<b>MONTHLY</b>	
<b>Persons</b>	<b>282</b>
<b>Vehicles</b>	<b>29</b>
<b>COMMERCIAL</b>	
<b>Vehicle</b>	<b>10474</b>
<b>Driver</b>	<b>9888</b>
<b>Cleaner</b>	<b>865</b>
<b>PERMANENT</b>	
<b>Persons</b>	<b>213</b>
<b>Vehicles</b>	<b>101</b>

The Tenderer whose Bid is accepted by MPT shall be duly informed in writing.

### 3.11 REJECTION OF TENDERS

Tender quotations are liable to be rejected for the following reasons:

- a. If the tenderer has not furnished the following documents in Cover-1 (i) Covering letter from the tenderer on his own letterhead enclosing EMD Receipt/D.D. (ii) Tender documents and with the enclosures signed on all pages.
- b. If the tenderer has not furnished the price schedule as per the approved format in Cover 2
- c. If the tenderer is blacklisted or adjudged insolvent.
- d. If the tenderer fails to submit his tender properly sealed as stated above in 2 covers separately.

- e. If the tenders are received after the specified time & date shall be returned intact without opening.
- f. The individual signing the tender form or any document forming part of the contract on behalf of another or on behalf of a firm/company shall be responsible to produce a proper power of attorney duly executed in his favors stating that he has the authority to bind other such persons of the firm/company as the case may be, in all matters pertaining to the contract including the arbitration clause.
- g. The tenders are liable to be rejected if any of the terms & conditions are not satisfactorily complied with.
- h. Offers should not contain any sort of conditional discounts based on quantity or value of order. Offers containing such conditional discounts or averments are liable to be rejected.

### **3.12. DISQUALIFICATION OF TENDERERS FOR MALPRACTICES**

If the tenderer approaches a Trustee or any officer of the Port directly or indirectly with a view to exercising influence on him for securing the contract, his tender is liable to be rejected summarily without assigning any reasons and the tenderer may even be forbidden from future tendering with Mormugao Port Trust.

### **3.13 NOTICE AND AWARD OF CONTRACT**

- a. Prior to the expiration of the prescribed period of tender validity or such extended time, the MPT shall notify the successful tenderer by a fax followed by Registered Post the letter of acceptance (LOA)/(Work Order) that the tender has been accepted.
- b. Pursuant to the issue of Work Order, the bidder shall submit his acceptance of the "Work Order" within seven days from the date of issue of the Work Order.

### **3.14 CONTRACT DURATION**

The Contract is valid for a period of five years from the date of placement of order.

### **3.15 VALIDITY OF OFFER**

Tenderers shall complete the form of tender with all the information called for therein. Any tender incomplete in any respect, will be liable for rejection. The rates quoted by tenderer shall hold good and be firm at least for 6 months from the date of opening of the tender and during currency of the contract period.

Corrections to quoted rates shall not be allowed after opening of the tender.

### **3.16 EARNEST MONEY DEPOSIT**

- a. Tender shall be accompanied by Earnest Money Deposit (EMD) to be paid by D.D. favoring FA&CAO, Mormugao Port Trust payable at Vasco-da-Gama or Cash Receipt for EMD must be enclosed in the tender after effecting such payments to FA&CAO. Tenders not accompanied by D.D. or Cash receipt favoring FA&CAO towards EMD will be summarily rejected.
- b. The EMD will be refunded to the unsuccessful tenderers on finalization of the tender and to the successful tenderer on payment of Security Deposit. The EMD will not bear any interest.

- c. **Forfeiture of EMD:** The EMD may be forfeited:
- (i) If a bidder withdraws tender during the period of tender validity specified by the bidder on the tender form; or
  - (ii) If the bidder does not accept the correction of errors pursuant to Clause 1.5 under 3.8 of Section
  - (iii) In the case of a successful Bidders, if the bidder fails
    1. To furnish acceptance letter for the work order in accordance with clause 3.13;
    2. To sign the agreement in accordance with Clause 3.23; and
    3. To furnish Security Deposit in accordance with Clause 3.17.

### **3.17 SECURITY DEPOSIT**

Within Fourteen (14) days from the date of issue of work order from MPT, the successful bidder shall furnish a Security Deposit for an amount equivalent to 10% of the total contract value in accordance with the conditions of the contract, in the form of a Bank Guarantee encashable at Vasco Branch or by Demand draft/bank pay order from a Nationalized/Scheduled Bank drawn in favor of "The FA&CAO, of Mormugao Port Trust" payable at Vasco-da-Gama.

### **3.18 The contract value shall be arrived by using following formula:-**

The total contract value = (Fixed Monthly Charges Offered + Variable Monthly Charges offered) X 12 X 5.

### **3.19 Ownership of Equipments**

On successful completion of 5 years of operation and maintenance of the system, the ownership of all the equipments under the contract period shall be of tenderer's name.

### **3.20 LABOUR LAWS**

The contractor shall submit a valid license under the Contract Labour (R&A) Act, 1970 and the Contract Labour (Regulation & Abolition) Central Rules, 1971 as amended from time to time before the commencement of work and shall continue to have a valid license during the currency of the contract. Any failure to fulfill this requirement shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.

The contractor shall abide/comply by the following Laws/Enactments or any other Laws/Acts which may be applicable and amendments from time to time enforced from time to time.

- a) Contract labour (Regulation and Abolition) Act, 1970.
- b) Inter State Migrant Workmen Act, 1979 (Regulations of employment and conditions of service).
- c) Central Rules, 1980.
- d) Payment of Wages Act, 1956.
- e) Employment of Children's Act, 1923.
- f) Minimum Wages Act.
- g) Workman's Compensation Act.
- h) Employees Provident Fund Act, 1952 and Miscellaneous Provision Act, Rules and schemes made under the said Act.
- i) Acts under Dock Safety, Electricity Dept., Major/Mormugao Port Trust Act, 1963, Municipality Act etc.
- j) Obtain required licenses/clearances etc. from Asst. Labour Commissioner, Municipality, Police and other local agencies/bodies/ authorities at his own cost, if found wherever necessary.
- k) E.S.I. Act, 1948.
- l) The contractor shall keep the Traffic Manager indemnified in case any action is commenced for contravention of any of the above said Acts.

### **3.21 SAFETY**

#### **3.21.1 IDENTIFICATION OF SERVICE PERSONNEL**

The Contractor shall provide its service personnel with Company identification prominently displayed on their person to facilitate any security concerns and clear-cut demarcation of roles.

#### **3.21.2 RESPONSIBILITY FOR INJURY/LOSS/DAMAGE**

The Contractor shall be fully responsible for any injury (whether fatal or otherwise) to his representatives/service personnel, for any loss or damage occasioned to property or for any other loss, damage, costs and expenses whatsoever caused during visits to the site and are also liable to indemnify the "BOARD" against any claim that may arise from any damage to or loss to Port property or injury caused to Port personnel.

#### **3.21.3 ABIDING BY RULES**

To abide by the rules & regulations etc. relating to safety, health and welfare of its employee and others as may be in force from time to time, under Dock Safety Regulations and such other statutory regulations as may be stipulated from time to time.

#### **3.21.4 ACCIDENTS**

The Contractor shall, within 24 hours of the occurrence of any accident at the site, in connection with the execution of the contract work, report such incidents/accidents to the Traffic Manger immediately. The Contractor shall also report such accidents to the competent authorities to whom such report is required to be legally submitted.

#### **3.22 SUB-LETTING**

The Contractor shall not sub-let any part of the work without prior written consent of the Traffic Manager.

#### **3.23 AGREEMENT**

On receipt of work order or award of work, an Agreement shall be executed between the BOARD and the successful tenderer within 30 days of the award of the contract or in default and until, a formal agreement is prepared and executed, this tender together with written acceptance thereof shall constitute a binding contract. It is further agreed that if the contractor fails to execute an agreement in the form aforesaid within 30 days from the date of award of contract, the Earnest Money deposited is liable to be forfeited to the Board.

#### **3.24 TRANSPORTATION**

Transport arrangements for transportation of contractor's staff and materials, required for execution of contract work will not be provided by the Port and Port will not take any responsibility towards the same. Same shall be arranged by the contractor at his own cost and risk.

#### **3.25. BOARD'S/CONTRACTORS OBLIGATION**

The conditions of contract, specifications, form of Tender, tender together with the acceptance thereof with such modifications have been mutually agreed upon in writing shall govern the rights and obligations of the contractor and the Board.

### 3.26 **TAXATION**

If required by the authorities concerned, the Port shall deduct such amounts as may be directed by the said authorities towards income tax and any other taxes from the amount due before payment. The Port shall furnish the contractor with the necessary proof/certificate in connection of all such deductions if required (The contractor shall pay at his cost any taxes that may be imposed from time to time by the Government, Municipality, etc. in connection with the contract work). Quoted prices shall be exclusive of service tax. Service tax will be reimbursed as applicable against submission of service tax registration number.

### 3.27 **LAW GOVERNING CONTRACT**

The contract shall be interpreted and have effect in accordance with the law of India and no suit or other proceedings relating to this contract shall be filed or taken by the contractor in any Court of Law except in a court of competent jurisdiction in Goa.

### 3.28. **APPLICABILITY OF EPF AND ESI ACTS**

- i) The tenderer shall ensure strict compliance of the labour laws including those under the Employees State Insurance Act, 1948 and the Employees Provident Fund & Miscellaneous Provisions Act, 1952 and rules and regulations framed therein as may be amended from time to time.
- ii) The tenderer shall ensure that the statutory contribution towards the Employee State Insurance Act, 1948 and the Employees Provident Fund & Miscellaneous Provision Act, 1952 in respect of the employees engaged by him are deposited with the authority concerned and a proof having deposited the contribution will be produced before the Traffic Manager by 10<sup>th</sup> day of the succeeding month of the month in which the payment was due.
- iii) In the event any tenderer raises a dispute that he is not covered under the provisions of Employees State Insurance Act, 1948 and the Employees Provident Fund & Miscellaneous Provisions Act, 1952, such tenderer should obtain Certificate from the Competent Authority under these Acts and produce the same before the Traffic Manager.
- iv) The amount recovered if any, as statutory dues in respect of the Employees Provident Fund and Miscellaneous Provisions Act, 1952 and the Employees State Insurance Act, 1948 shall be released only after producing documentary evidence / no dues certificate from the authorities under these Acts.
- v) The tenderer shall indicate the PAN issued by Department of Income Tax, Bank details, Service Tax Registration number etc. along with the tender.
- vi) The tenderer will be required to obtain requisite license from the local office of Labour Commissioner as required under Contract Labour (Regulation and Abolition) Central Rules, 1971 before commencing the work at site.

## SECTION 4

### 4. SCOPE OF WORK

#### **A. The scope of work broadly involves:**

- (i) Issue of Radio Frequency Identification (RFID) (ISO) cards with water proof paper sticker front side with photo and other details and back side with terms and conditions (as revised by Port from time to time.) The cards supplied shall be with the holder and lanyard (Print having with MPT mark). Temporary passes/permits need not be with waterproof stickers.
- (ii) Manning the installation at the gates i.e. gate no 9 and gate no 1 for issue of dock entry permits for individuals/persons and vehicles round the clock (24X7) all through the year.
- (iii) Providing adequate furniture and accessories as required at Entry/Exit Pass issue gate offices.
- (iv) The work mentioned is illustrative and not exhaustive and tenderer may have to carry out any other work related to issue of permits which are not included herein above. The entire work shall be done on turn key basis and it shall be operated round the clock. The required manpower for the contract period shall be supported by the contractor. Any technical manpower required by the tenderer including IT support executive, machine/show card, repair technician etc. shall be provided by the tenderer.
- (v) As and when the passes are issued, the soft copy of the details shall be uploaded / updated to the server through the network connectivity provided by the Port. The number of passes issued in each category will be arrived based on the number of records transferred to the Port's server.
- (vi) The sample of RFID card, stickers, card holders and Lanyard (printed) shall be enclosed in Cover-I and the corresponding cost of the card along with above accessories shall be enclosed in cover-II, 'Price Bid', as per format there in.
- (vii) All the hardware supplied must be in sound and good working conditions and manufactured on or after 01.01.2014.
- (viii) Tenderer shall maintain and upkeep all the hardware and software etc. as may be required for 24 hrs. round the clock operations at Port at his cost and risk.
- (ix) Tenderer shall be responsible for insurance of all the manpower & hardware/network supplied and installed by vendor for risk coverage (accidental hazards, death & disability of person, 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 ).



**(B) Bill of Quantity:**

List of items required (at all gates):

Sr. No.	Item	Qty.
1	Outdoor RFID Card Reader for Authentication	12
2	LCD Display Unit	5
3	PC	13
4	Thermal Printer	3
5	Thermal Transfer Printer	5
6	Color Label Printer (Heavy Duty)	5
7	RFID Card Reader Indoor for Personalization	7
8	UPS 6KVA	2
9	UPS 3KVA	2
10	Laser Printer	2
11	Server	2
12	Air Conditioner 2.0 Ton	2
13	Web Camera	7
14	Digital Signature Pad	2

The number of the proximity RFID show card recorder, LCD screens required to be installed, are given below:

<b>PC, Printers, UPS, RFID Card Personalization Reader, Software &amp; other Accessories</b>				
Sr. No.	Location	Item	Description	Qty.
1	Gate 1	PC	1 each pass issuing and scrutinizer	2
2	Gate 1	Thermal Printer	For printing driver/cleaner passes	1
3	Gate 1	Thermal Transfer Printer	For printing Commercial pass (B/W) sticker	1
4	Gate 1	Color Label Printer (Heavy duty)	For printing temporary pass (colour) sticker	1
5	Gate 1	RFID Card Reader Indoor	For personalization of RFID card	1
6	Gate 1	UPS 3KVA	For backup to all devices	1
7	Gate 1	Webcam	For taking photos of Port Users to issue pass	1
8	Gate 9	PC	4 counters, 2 scrutinizers, 1 office	7
9	Gate 9	Thermal Printer	For printing driver/cleaner passes	2
10	Gate 9	Thermal Transfer Printer	For printing Commercial pass (B/W) sticker	2
11	Gate 9	Color Label Printer (Heavy duty)	For printing temporary pass (colour) sticker	2
12	Gate 9	RFID Card Reader Indoor	For personalization of RFID card	4
13	Gate 9	UPS 6KVA	For backup to all devices	1
14	Gate 9	Laser Printer	For printing reports in A4 etc	1
15	Gate 9	Live Server	For handling DB, Software	1
16	Gate 9	Air Conditioner 2.0 Ton	For cooling Server	1
17	Gate 9	Webcam	For taking photos of Port Users to issue pass	4
18	HRD	PC	3 counters, 1 scrutinizer	4
19	HRD	Thermal Printer	For printing driver/cleaner passes	1
20	HRD	Thermal Transfer Printer	For printing intercarting & 2 wheeler (B/W) sticker	2
21	HRD	Color Label Printer (Heavy duty)	For printing temporary pass (colour) sticker	2

22	HRD	RFID Card Reader Indoor	For Personalization of RFID card	2
23	HRD	UPS 6KVA	For backup to all devices	1
24	HRD	Laser Printer	For printing reports in A4 etc	1
25	HRD	DR Server	For handling DB, Software Backup	1
26	HRD	Webcam	For taking photos of Port Users to issue pass	2
27	HRD	Digital Signature pad	For taking Digital signature of Port Users	2
28	HRD	Air Conditioner 2.0 Ton	For Cooling DR-Server	1
29	As directed	All items spares	For replacement as and when required	

**(C) System Functioning:**

- (i) The main location of computer server with necessary server will be installed at HRD centre in Administration Bldg. of Port and the round the clock issue of permits will be made from Gate No.9 at Vasco & Gate No.1 at MRH and at HRD Centre /Administrative Building by the contractor. All gates will be provided with access control devices.
- (ii) The software shall be developed, installed, operated, supported and maintained by the Tenderer and shall generate and print, reports from time to time as per requirement of Port including the status of pending passes at any given time.
- (iii) The Dock Entry Permits/vehicle passes shall be issued from the offices at Gate No.9 & 1 for entry /exit of personnel & 2/4 wheelers, light vehicles from gates as marked on the entry pass. The entry/exit of heavy duty commercial vehicles shall generally be restricted to Gate No. 1 & 9 only. Facility shall be provided at HRD Centre/Administrative Building for issue of visitors passes during the general shift hours.
- (iv) The permit/pass holder shall be asked to show the card at the gate thus allowing the entry/exit of person. This will also facilitate the display of photo of the permit/pass holder on LCD screens provided in the office of CISF at gates.
- (v) The record of entry/exit shall be uploaded to the server on real time basis by the tenderer and to be maintained for a period of one month and thereafter transferred to MPT Server or as decided by Port from time to time.
- (vi) For entry of vehicles, the permits/passes will be separately issued for drivers/cleaners and vehicles. After validation by showing /displaying the passes/permits, the entry will be permitted by opening the gate by CISF after verifying the display of vehicles with Registration Number and after displaying the photograph of the person on the LCD/Plasma Screen.
- (vii) Instructions for Installations of Readers:
  - a. For entry of pass holders the reader device will be installed at the height of 4 ft. from ground.
  - b. For entry of vehicles like cars, scooters and three wheelers the reader device will be installed at the height of 4 ft. & for trucks at the height of 6 ft. from ground, to enable the driver to enter the gate by showing the pass while seated inside the vehicle.

**(D) Technical specification for hardware to be used.**

- (i) Proximity/EM - RFID Clamshell card.  
**Dimensions:** Size of the card shall be equivalent to any credit card/Visa ISO-7810 STANDARD (APPROX. 86 X 54 X 1.8 MM) 3.375" X 2.125" X 0.030" and weight not exceeding 100 gms.  
**Material:** ABS, cover foil: PVC (matt surface) and printable with offset, silk screen, etc.  
**Working Frequency :** 125 KHZ/13.56 MHZ.
- (ii) Show card capturing cameras with proximity EM RFID card reader  
User capacity –5000 users.  
Card recorder: in-built EM RFID (proximity) card recorder  
Operating system: Linux  
Working frequency: 125 KHZ/13.56 MH.  
Operating mode: Card Using distance; < = 150 mm EM
- (iii) Desktop personal computers shall be of recognized brands (HP/DELL/IBM) with core 2 duo processor or higher processor and 4 GB DDR3RAM, Hard disc capacity with minimum 500 GB SATA Hard disc, DVD Writer with windows 8/9 (Pre-loaded with legally licensed software) and CD.
- (iv) Photo capturing digital web/camera:-  
Processing of minimum resolution of 1600 x 1200 /1024 x 768 with minimum 10 mega pixel. Shall be used to capture digital photograph and with compatibility with windows 8/8.1. The tenderer can provide the latest version of technical specification.

**(E) Rate of issue of entry permit/vehicle passes**

- (i) The dock entry permit and vehicle pass shall be issued from gate no.9 & Gate no.1. The visitor's passes shall be issued from HRD Centre/Administrative Building, Headland, Sada. After authentication of the bonafides of the person and vehicles of the Port users by the Port by endorsing with seal and signature in their requisition letter, the vehicle pass shall be issued within 60 seconds and the photo entry pass shall be issued within 75 seconds.
- (ii) No operation/activity to be outsourced.

**(F) Warranty Clause of Hardware**

- (i) The system should be under warranty and comprehensive maintenance for a period of sixty (60) months from the date of handing over and acceptance of the system. During the contract period, the bidder warrants and guarantees that the goods supplied under the contract are new, unused, of the most recent version/models and shall load all recent improvements in design and materials unless provided otherwise in the contract. The bidder further warrants that the goods supplied under this contract shall have no defects whatsoever arising from design, materials or workmanship.
- (ii) The obligations under the warranty and comprehensive maintenance shall include all cost relating to labour, spares, maintenance (preventive and unscheduled) and transport charges from the site to manufacturer's workshop and back and for repairs/adjustment of replacement at site or any part of the equipment which under normal and proper use and maintenance proves defective in design, material or workmanship or fails to conform to the specification given by the Purchaser to the Contractor.

- (iii) The work for warranty and comprehensive maintenance include hardware, software maintenance repair/replacement of hardware and modification of software to achieve the Service Level Agreement.
- (iv) There should have back-to-back arrangements with Original Equipment Manufacturer (OEM) for providing support during warranty and comprehensive AMC period. Supporting documents indicating that such arrangements with OEM have been made and shall be provided.
- (v) During the contract period, the successful bidder shall provide all product(s) and documentation updates, patches/fixes and version upgrades within 15 days of their availability and should carry out installation and make operational the same at the cost of the Contractor.
- (vi) The successful bidder shall be responsible for the services from third party products or licensors of products included in the systems.

**SECTION 5**  
**SPECIAL CONDITION OF CONTRACT**

**5.1. OBLIGATION OF TENDERER BEFORE TENDERING**

Before submission of the tender, the Contractor shall examine all the tender conditions, scope of work and also inspect the site and get acquainted with the location and the general and local conditions and satisfy himself before tendering as to the correctness and sufficiency of his tender for the work and of his prices stated in the tender, to cover all his obligations under the contract. All the charges and cost towards the tendering shall be borne by the Tenderers.

**5.2 Submission of Tender**

Tender shall be prepared, signed and submitted only by the Person / Firm /Corporation / Joint Venture Company in whose name the tender document has been issued. The tender shall be typed or written in indelible ink and all pages of the tender shall be signed by the Tenderer.

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 Persons holding a valid 'Power of Attorney' from other Partners or all the Partners constituting the firm, as the case may be. The said 'Power of Attorney' should be submitted alongwith the tender.

In case of the tender submitted by a Company, the tender should be signed by a Person holding a valid 'Power of Attorney'. The said Power of Attorney' should be submitted along with the tender.

In case of the tender submitted by a Joint Venture :

- a) A copy of the Memorandum of Understanding (MOU) entered into the Joint Venture Members shall be submitted with the tender.
- b) One of the Members shall be nominated as Lead Member and this authorization shall be evidenced by submitting a ' Power of Attorney' signed by all the Members;
- c) The tender shall be signed by the aforesaid Lead Member or all the Members;
- d) The Lead Member shall be authorized to incur liabilities and receive instructions for and on behalf of any and all the Members of the Joint Venture and the entire execution of the Contract including payment shall be carried out exclusively through the Lead Member;
- e) All members of the Joint Venture shall be liable jointly and severally for the execution of the Contract in accordance with the terms and conditions and a relevant statement to this effect shall be included in the authorization mentioned under (a) above as well in the form of tender as well as in the Agreement (in case of successful Tenderer);
- f) In the event of default of any Member in the execution of his part of the Contract, the Lead Member shall have authority to assign the work to any other Member acceptable to the MPT, to ensure the execution of the part of the Contract.

**5.3 Acceptance of Tender**

The Port reserves the right to reject any or all the tenders in part or in full without assigning any reason thereof.

#### **5.4. Tender Validity**

The tender shall remain valid for acceptance for a period of 180 days from the date of opening of Technical Bid. MPT reserves the right to extend the period of validity. The request and the response thereto, shall be made in writing by post or by fax. However, in the event of the tenderer disagreeing to the request, he shall be permitted to withdraw his tender and the EMD will be refunded.

#### **5.5. Amendments**

At any time, prior to the last date for submission of tenders, MPT reserves the right to amend and modify the tender documents. The amendments so carried out shall be forwarded to all the prospective Tenderers prior to the last date for submission of the tender in writing either by Post or by Fax. The prospective Tenderers shall immediately acknowledge receipt thereof either by Post or Fax.

The amendment so carried out shall form part of the tender and shall be binding upon the Tenderers. MPT may at its discretion, extend the last date for submission of the tender, to enable the Tenderers to have reasonable time to submit their tender after taking into consideration such amendments.

#### **5.6. ERRORS IN THE TENDER DOCUMENTS**

The Tenderer shall submit complete tender and the same shall be without alterations, interlineations or erasure except those to accord that instructions issued by the MPT or as may be necessary to correct errors made by the Tenderer. Person or Persons signing the tender shall initial all such cancellations, alterations or amendments.

#### **5.7 TERMINATION OF CONTRACT**

The Port reserves the right to terminate the contract at the Contractor's risk and cost, with 30 days notice, for any major default, sustained deficiencies or incompetence in carrying out the services or stopping/abandoning the work, or in the event of the Contractor going into liquidation or passing an effective resolution for winding up or failure of the contractor to abide by any of the terms & conditions of the tender. In the event of the termination of the contract, all the equipments/installations of the contractor will be taken over by the Port and will remain with the Port till the end of 5 years period. All the equipments/installations will be handed over to the contractor after 5 years period. No claim can be made by the contractor on the condition of the equipments/installations at the time of handing over the same by the Port.

#### **5.8 TERMS OF PAYMENT**

##### **5.8.1 CONDITIONS FOR MAKING PAYMENT**

The payment shall be made to the tenderer on or before 15<sup>th</sup> of every month for the previous month for fixed charges quoted by tenderer and on the basis of the number of passes issued in each category based on the number of records transferred to the Port's server by the tenders and the records and computer generated bill issued by the tenderer before 10<sup>th</sup> of every month.

##### **5.8.2. TIME FRAME FOR MAKING PAYMENT**

Full payment shall be effected generally within 30 days after receipt of the bill, in duplicate, duly pre-receipted, provided it is undisputed and found to be in order. Delay in making payments by the Port due to exceptional circumstances shall not nullify or vitiate in any way the other conditions of contract and the Contractor shall have no claim on this account.

### **5.8.3 WITHHOLDING OF BILL/SET OFF CLAUSE**

Whenever any claim or claims for payment of sum of money arise(s) out of or under the contract against the contractor, the Port shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the Port shall be entitled to withhold the same said each security deposit or the security if any furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor the Port shall be entitled to withhold and have a lien to retain the extent of the such claimed amount or amounts referred to supra from any sum or sums found payable or which at any time thereafter may become payable to the contractor under the same contract or any other contract with the Port or Government or any person contracting through the port pending finalization of adjudication of any such claim.

It is an agreed term of this contract that the sum of money or monies so withheld or retained under the lien referred to above, by the Port will be kept withheld or retained as such by the Port, till the claim arising out of or under the contract is determined by the Port or Arbitrator or by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever or any account in respect of such withholding or retention under the lien referred to supra and duly notified as such to the contractor for the purpose of this clause.

### **5.8.4 Penalty**

Penalty per hour shall be levied for any downtime exceeding 60 minutes and the penalty shall be calculated as below

$$P = (1.10 C) / (30 \times 24)$$

Where 'P' is the penalty in Rs. to be paid on an hourly basis & 'C' is the amount in Rs. quoted by the Tenderer (fixed & variable) for providing the services per month.

The Penalty for any downtime exceeding 4 hrs and upto 8 hrs. shall be 1.5 x P per hour and the penalty for exceeding 8 hrs. shall be 2 X P per hour. Part of an hour is considered as one hour. If the cumulative down time exceeds 540 hrs. in a year, the Contract is liable to be terminated.

### **5.9. SETTLEMENT OF DISPUTES**

If any dispute of difference of any settlement of kind whatsoever shall arise between the Traffic Manager 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 work, after the termination, abandonment of or breach of the contract) it shall in the first place be referred to be settled by the Traffic Manger, 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 Traffic Manager 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 Traffic Manager's decision, write to the Chairman putting forth his views why he is not in agreement with the decision given by the Traffic Manager. If the contractor, after receiving notice of the decision of the Traffic Manager does not refer the dispute to the Chairman seeking his decision, within a period of 30 days of the Traffic Manager's decision then the Traffic Manager's decision will be final and binding upon the contractor, and no further claim will exist thereto.

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 by the Chairman, 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 hereinafter provided. If the Chairman has given 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 Traffic Manager by the contractor within a period of 30 days thereafter, then the decision given by the Traffic Manager shall remain final and binding upon the contractor.

Save 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.

All disputes or differences in respect of which the decision (if any) of the Traffic Manager or the Chairman has not become final and binding as aforesaid shall be referred to the sole arbitration of a serving or retired officer of Central Government agency, including Defense Service and or a member of Indian Council of Arbitration, 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 Arbitration Act, 1996 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 Traffic Manager, the Chairman or either party, shall be limited in the proceedings before the Arbitration to the evidence or arguments put before the Traffic Manager or the Chairman for the purpose of obtaining his decision. No decision given by either the Traffic Manager or the Chairman in accordance with the foregoing provisions shall disqualify them from being called as a witness and giving evidence before the sole Arbitrator as aforesaid.

The Arbitrator shall not enter on the reference until completion or the alleged completion of works, unless with the written consent of the Board/ Chairman/ Traffic Manager and the contractor provided always:-

- a) That such reference may be opened before such completion or alleged completion in respect of the withholding by the Traffic Manager of any certificate or the withholding of any portion of the Retention Money to which the contractor claims to be entitled or in respect of the exercise of the Traffic Manager's power to give a certificate hereof.



- b) That the giving of a Certificate of completion shall not be a condition precedent to the opening of any such reference.

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 officer serving or retired of Central Govt. Agencies including Defence Service and or a member of Indian Council of Arbitration 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.

#### **5.10 ENGAGEMENT OF LABOUR**

The contractor agrees and undertakes:

To submit a list of the key service personnel as per the format, who are in their employ, together with a brief resume.

#### **5.11 UNDERTAKING FROM SECURITY POINT OF VIEW**

The contractor is required to render a certificate about the persons employed by him, that he undertakes complete responsibility of their activities when present in Port. The contractor should also submit the details of the employees with antecedents duly verified by Police/local authorities.

#### **5.12. DUTIES & POWERS OF TRAFFIC MANAGER & HIS REPRESENTATIVES:**

1. The Tenderer shall execute, complete, operate and maintain the work in terms of the contract to the entire satisfaction of the Traffic Manager and shall comply with the Traffic Manager's direction on any matter whatsoever.
2. The Tenderer shall take instructions from the Traffic Manager.

#### **3. The Traffic Manager shall have full power and authority**

- (a) To issue to the contractor from time to time, during the progress of the work, such instructions as shall be necessary for the purpose of proper and adequate execution, operation and maintenance of the work and the contractor shall carry out and bound by the same.
- (b) To inspect the work at any time.
- (c) To order for any variation, alteration and modification of the work and for extra work.
- (d) To issue certificates as per Contract.
- (e) To settle the claims and disputes of the Contractor and Port as the first reference.

#### **4. The Traffic Manager's representative shall**

- i) Authenticate the bonafides of persons and vehicles for issue of permits/passes and watch & supervise the work.
- ii) Test and examine any workmanship employed in connection with the work.
- iii) Have power to disapprove any workmanship not in accordance with the contract and the contractor shall comply with his direction in this regard.
- iv) Perform evaluation of work done by the contractor for the purpose of payment or otherwise.

- v) Have such other powers and authorities vested in the Traffic Manager, which have been delegated to him in writing by the Traffic Manager under intimation to the Contractor.
  - vi) Inspect all the documents required under the contract.
  - vii) Ensure that the contractor abides by all the statutory and regulatory requirements.
5. Provided always that's the Traffic Manager's Representatives shall have no power:-
- a) To condone any work involving delay or to allow any extra payment by the Port.
  - b) To make variation of or in the work; and
  - c) To relieve the contractor of any of his duties or obligations under the Contract.
4. Provided also as follows :
- a) Failure of Traffic Manager's Representative to disapprove any work shall not affect or prejudice the power of the Traffic Manager thereafter to disapprove such work and to order the reversal at the Tenderers cost and the contractor shall have no claim to compensation for the loss sustained by him.
  - b) If the Tenderer shall be dissatisfied by reason of any decision of the Traffic Manager's Representative, he shall be entitled to refer the matter to the Traffic Manager who shall thereupon confirm, reverse or vary such decision.
  - c) Any written instruction or written approval given by the Traffic Manager's Representative to the contractor, within the terms of delegation of power and authority vested in Traffic Manager to his Representative in writing shall bind the contractor as if it had been given by the Traffic Manager, who may from time to time make such delegation

**5.13.INDEMNIFICATION :**

The Tenderer shall indemnify and keep indemnified and otherwise save harmless, the MPT, its agents and employees, from and against all claims, demands made against and / or loss caused and/or damages suffered and or cost, charges/ expenses incurred to and/or penalty levied and or any claim due to injury to or death of any person and or loss or damage caused or suffered to property owned or belonging to the MPT, its agents and employees or third party as a result of any acts, deeds or thing done or omitted to be done by Tenderer as a result of failure on the part of the Tenderer to perform any of its obligations under this Agreement or on the Tenderer committing breach of any of the terms and conditions of Agreement or on the failure of the Tenderer to perform any of its contractual or statutory duties and/or obligations or as a consequence of any notice, action, suit or proceedings, given, initiated, filed by any third party or Government Authority or as a result of any failure or negligence or default of the Tenderer or its, sub-contractor(s), or employees, servants, agents of such sub-Contractor(s), and/or invitees as the case may be, in connection with or arising out of this Agreement and/or arising out of or, in connection with the Tenderers operation in the MPT. In case any damage occurs to the structure or property of Port or of any other third party due to the Tenderers operations, the same shall be made good by the Tenderer at his own risk and cost or the amount required for repair / replacement shall be deducted from the payment due to the Tenderer.

#### **5.14. OTHER CONDITIONS**

1. Tender document is non-transferable and shall not be used by any other party than the party to whom it is issued.
2. Tenderer shall not sub-Contract the work without prior written permission from Traffic Manager.
3. The Tenderer shall be responsible for acts/omissions of his employees for all purposes and intents.
4. The Tenderer shall obtain Dock Entry Permits issued by MPT. Tenderer shall follow all the procedures for obtaining gate passes, as per the policy laid down by MPT from time to time.
5. The Tenderer shall use his own means for the Contract work and shall make his own arrangements for transporting employees and material within the MPT.
6. The Tenderer shall deploy his own shift supervisors in each shift for monitoring the operations of Access Control System supervising the work during each shift. The shift timings are as follows:
  - I Shift : From 0730 hrs to 1530 hrs.
  - II Shift : From 1530 hrs. to 2330 hrs.
  - III Shift : From 2330 hrs to 0730 hrs.
  - General Shift : From 0830 hrs. to 1230 hrs. & 1330 hrs. to 1730 hrs.  
(Timings subject to change )
7. The Tenderers shift supervisor shall work as per the instructions of Officer / Shift in Charge of the Port.
8. The Tenderer shall engage experienced PC /Web Camera operators and supervisors.
9. Any of the Hardware installed under this Contract shall not be moved out of the MPT premises without written permission from the Traffic Manager or his authorized representative.
10. The rate of issue of passes and number of service channels (computers) by the Tenderer shall be as specified in the scope of work and match during the peak hours. No claim for payment shall lie against the MPT towards idle charges of staff members/supervisors and other employees engaged by the Tenderer under subject work for whatsoever reasons.
11. The MPT will make no advance payment to the Contractor under this Contract for whatsoever reasons.
12. The Tenderer shall arrange for necessary manpower for operations and maintenance of hardware & software supplied by them for all the 24 hours of the day, for round-the-clock operation of the Access Control System for supply of identity cards/dock entry permits for persons & vehicles passes in Port throughout the contractual period.
13. The Tenderer shall install the number of service channels (computers) and match the rate of performance of issue of passes as specified in the 'scope of work' during the peak hours.
14. Tenderer shall ensure that the hardware and total system is kept in working condition. Technical support, if any, shall be arranged by the tenderer within 1 hour and during the downtime ensure that the system operation and issue of passes continued by transferring into manual mode to ensure that the operations are not disrupted.

15. The tenderer shall ensure maintenance of proper and accurate data/record/accounts relating to the operations/services. Further, the tenderer shall ensure furnishing detailed report/documents as required for management and furnishing the detailed report to the Asst. Traffic Manager ( Access Control) and/ or representative nominated by him on behalf of MPT in proforma to be prescribed by MPT and or the number of permits/passes issued at the end of each shift.
16. The tenderer shall provide to the Port monthly/quarterly reports and daily output statement following the end of each month/quarter and any other information relating to operations which the Port may reasonably require.
17. MPT will provide general security to the entire dock premises by Central Industrial Security Force (CISF) as is in existence now. Localized security/watch guards as necessary for all equipment/ office /store etc. under the tender, shall be organized by tenderer at their own cost. Any insurance coverage on this account shall have also to be arranged by the tenderer at their own cost and liability.

**LETTER OF APPLICATION CUM TENDER FORM**

To be submitted on company Letter Head by the Tenderer indicating full postal address, telephone number/s, fax number/s, telex number etc.

To,  
The Traffic Manager,  
Mormugao Port Trust,  
Administration Bldg.,  
Headland – Sada  
Mormugao – Goa.

Sir,

**Sub: Tender for Supply, Installation, Commissioning of Access Control System and Operation and maintenance for the period of 5 years at Mormugao Port Trust.**

.....

Being duly authorized to represent and act on behalf of M/s. \_\_\_\_\_ hereinafter the 'Tenderer' and having fully understood Scope and Volume of Work, Minimum Eligibility Criteria, Instructions to Tender/s, Terms and Conditions of Contract and Draft Agreement, as given in the Tender Document and after visiting the Site, the undersigned hereby submits the Bid for the subject Work.

**1.** MPT and its representatives are hereby authorized to conduct any enquiry or investigations to verify the statements, documents & information submitted in connection with this Tender and to seek clarifications from our bankers & clients regarding any financial, commercial & technical aspects. This letter of application will also serve as authorization to any individual or representatives of any institution referred to in the supporting information, to provide such information deemed necessary and to verify statements and information provided in this Tender and/or with regard to the resources, experience and competence of the Tenderer.

**2.** MPT representatives may contact following persons for further information :

For General & Managerial inquiries:	
Name of Contact Person	
Telephone number/s	
Fax number/s	
E-mail ID	

For Technical inquiries:	
Name of Contact Person	
Telephone number/s	
Fax number/s	
E-mail ID	

For Financial inquiries:	
Name of Contact Person	
Telephone number/s	
Fax number/s	
E-mail ID	

**3.** This application is made with full understanding that :

- i) Tenders received from Tenderers will be subject to verification of all submitted information.
- ii) We agree to abide by this Tender for the period of 180 days from the date fixed for opening of Technical Bid and it shall remain binding upon us and may be extended at any time, if requested or desired by MPT, before the expiry of the validity period as given in this Tender.

MPT reserves the right to reject or accept Tender in full or in part or to cancel the tender and to reject all tenders without assigning any reason. MPT will not be liable for any such actions and will be under no obligations to inform the Tenderer of the grounds thereof.

- iii) If our Tender is accepted, we confirm to commence work upon signing of Agreement and to provide the complete services during the Contract period.
- iv) If our Tender is accepted, we will submit a Bank Guarantee from any nationalized / Scheduled bank, Mormugao / Vasco Branch excluding Co-Operative bank towards Security Deposit within 14 days from the date of receipt of Letter of Acceptance/Work Order. The amount and format of such Guarantee will be in accordance with the subject Tender, Conditions of Contract and Agreement.

- v) Having visited the site and examined Scope and Volume of Work, Minimum Eligibility Criteria, Instructions to Tenderer/s, Terms and conditions of Contract and Draft Agreement, we hereby offer to carry out the work mentioned in the scope of work, in conformity to the terms and conditions of Contract.
- vi) We have assessed penalty clause in the tender as stipulated by Port Trust and we agree and accept the same.
- vii) Copy of latest Income tax clearance is enclosed.
- viii) We have enclosed all the documents as required as per tender.

4. The undersigned declares that the statements made & the information provided in the duly filled Forms is complete, true and correct in every respect.

Signature
Name & Designation with Company seal
For & on behalf of (name of the Tenderer or Lead Member of Joint Venture

Witness

Signature
Name & Designation with Company seal

Witness

Signature
Name & Designation with Company seal
For & on behalf of (name of the Tenderer or Lead Member of Joint Venture

Signature
Name & Designation with Company seal

**Volume II**  
**Cover no. 2 - PRICE BID (To be enclosed in a separate cover)**

**Tender No. TM/196/2014/02 for “Supply, Installation, Commissioning of Access Control System and Operation and maintenance for the period of 5 years at Mormugao Port Trust”.**

To

The Traffic Manager  
Mormugao Port Trust  
Administrative Building,  
Headland-Sada

Sir,

Having examined the instructions and data contained in the tender document, we, the undersigned offer our Tender for, Commissioning of Access Control System and Operation & maintenance for the period of 5 years at Mormugao Port Trust.. The following rates are quoted to carry out the above work in MPT area.

**PRICE SCHEDULE**

Part (A) (Fixed charges)

<b>Descriptions</b>	<b>Total amount in Rs.</b>
Monthly fixed charges for “Supply, Installation, Commissioning of Access Control System and Operation and maintenance for the period of 5 years at Mormugao Port Trust”.	Rs.
<b>Total ( A)</b>	<b>Rs.</b>



Part (B) – Variable charges

Rates per card/permit/pass for issue of dock entry permits and vehicle passes (inclusive of all charges of hardware, software, accessories, manning, taxes and duties etc.)

Description	Estimated No. of Passes/month	Rate/Permit	Total
TEMPORARY			
1 DAY – 7 DAYS			
Persons	8804		
Vehicles	799		
Monthly			
Persons	282		
Vehicles	29		
COMMERCIAL			
Vehicle	10474		
Driver	9888		
Cleaner	865		
PERMANENT			
Persons	213		
Vehicles	101		
<b>TOTAL (B)</b>			

**Total estimated monthly charges i.e. C = (A+B) = Rs. \_\_\_\_\_**  
Note: All the above charges shall be exclusive of service tax.

**ANNEXURE - II**

Bankers Name & Address

**SOLVENCY CERTIFICATE**

(From any branch of Nationalized/Scheduled Bank, excluding Co-operative Bank)

To  
The Traffic Manager,  
Mormugao Port Trust,  
Administrative Bldg.,  
Headland – Mormugao  
Goa. 403804

This is to certify that to the best of our knowledge and information M/s.  
\_\_\_\_\_ (Tenderers name and address), a customer of our Bank is  
respectable and can be treated as a solvent up to a sum of Rs. \_\_\_\_\_ only (Rupees  
\_\_\_\_\_ lakhs only ).

This certificate is issued at the request of the customer.

Yours faithfully,

For: \_\_\_\_\_  
(Bank's name)

Name & Designation  
of Authorized person  
With Bank's seal.

**MORMUGAO PORT TRUST**  
**FORM OF AGREEMENT**

THIS AGREEMENT made on this \_\_\_\_\_ day of \_\_\_\_\_ two thousand fifteen BETWEEN the Board of Trustees for the Port of Mormugao, a body corporate under the Major Port Trusts Act, 1963 having its office at \_\_\_\_\_ and represented by its \_\_\_\_\_ Shri \_\_\_\_\_, Traffic Manager, (herein under referred to as “the Board” which expression shall unless repugnant to the context or meaning thereof mean and include their successors and assigns) of the ONE PART and M/s. \_\_\_\_\_, having their registered office at \_\_\_\_\_ (hereinafter referred to as “the Contractor”, which expression shall unless repugnant to the context or meaning thereof, mean and include their heirs, executors, administrators, representatives and assignees or successors in office) of the OTHER PART.

WHEREAS the Board is desirous of executing the work of tender for “ Supply, Installation, Commissioning of Access Control System and Operation and maintenance for the period of 5 years at Mormugao Port Trust” on the terms and conditions stipulated in the contractor’s tender dated \_\_\_\_\_ and read with the conditions contained in the tender documents attached to the above mentioned tender.

AND WHEREAS the contractor by their above mentioned tender has offered to execute, complete and maintain such work, which tender has been accepted by the Board and such tender with correspondence, specifications, schedule, Amendments and acceptance thereof will constitute abiding contract between the Board and the Contractor.

AND WHEREAS the contractor has furnished to the Board, a Bank Guarantee/Cash/DD for a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as Initial Security for the due performance and observance by the contractor of the terms and conditions of this Agreement.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :**

01. In this agreement, words and expressions shall have the same meaning as are respectively assigned to them in the conditions of contract herein after referred to.

02. The following documents shall be deemed to form and be read and construed as part of this agreement.
  1. TENDER NOTICE
  2. SCOPE AND VOLUME OF WORK
  3. MINIMUM ELIGIBILITY CRITERIA
  4. INSTRUCTIONS TO THE TENDERER
  5. TERMS AND CONDITIONS OF THE CONTRACT
  6. SPECIAL CONDITIONS OF THE CONTRACT
  7. LETTER OF APPLICATION CUM TENDER FORM ( Annexure-I)
  8. SOLVENCY CERTIFICATE (Annexure-II)
  9. FORM OF AGREEMENT (Annexure -III)
  10. BANK GUARANTEE (Annexure-IV)
  11. INTEGRITY PACT (Annexure V)
  12. SCHEDULE 1- GENERAL INFORMATION
  13. SCHEDULE 2- JOINT VENTURE DATA
  14. SCHEDULE 3- FINANCIAL DATA
  15. SCHEDULE 4- DETAILS OF KEY PERSONNEL
  16. SCHEDULE 5- CURRENT COMMITMENTS IN HAND
  17. SCHEDULE 6- DETAILS OF WORKS COMPLETED IN PAST
  18. SCHEDULE 7- EXPERIENCE IN SIMILAR WORKS
  19. SCHEDULE 8- VENDOR REGISTRATION FORM
  20. Volume II PRICE BID
03. The tenderer hereby covenants with the Board to construct, complete and maintain the work in conformity in all respects with the provisions of the contract.
04. The tenderer hereby covenants to issue ID cards, Dock Entry Permits for personnel and vehicles for their entry/exit in Port premises and “ Supply, Installation, Commissioning of Access Control System and Operation and maintenance for the period of 5 years at Mormugao Port Trust”, at the times and in the manner prescribed in the contract.
05. IN WITNESS WHEREOF THE PARTIES HAVE placed their hands and seals the day, month, year first above written.

THE COMMON SEAL OF THE TRUSTEES OF  
THE PORT OF MORMUGAO HAS HEREUNTO  
AFFIXED AND THE TRAFFIC MANAGER THEREOF  
HAS HEREUNTO SET HIS HAND IN THE  
PRESENCE OF TRAFFIC MANAGER

Witness

1.

2.

SIGNED AND SEALED BY THE CONTRACTOR  
IN THE PRESENCE OF

Witness

1.

2.

**Annexure**  
**Form of Performance guarantee / Bank guarantee bond**

In consideration of the Board of Trustees of Mormugao Port Trust (hereinafter called “The Board”) having offered to accept the terms and conditions of the proposed agreement between The Board of Trustees of Mormugao Port Trust and ..... (hereinafter called “the said contractor(s)” for the work ..... (hereinafter called “the said agreement”) having agreed to production of an 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 ..... (hereinafter referred to as the “Bank”) hereby (indicate the name of the Bank) undertake to pay to the Board an amount not exceeding Rs. .... (Rupees ..... Only) on demand by the Board.
2. We ..... do hereby undertake to pay the amounts due (indicate the name of the Bank) 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 money 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, out 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 there under, and the contractor(s) shall have no claim against us for making such payment.
4. We ..... further agree that the Guarantee herein (indicate the name of the Bank) 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 Officer-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 discharges this guarantee.
5. We ..... further agree with the Board that the Board (indicate the name of the Bank) 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 ..... lastly undertake not to revoke this (indicate the name of the Bank) Guarantee except with the previous consent of the Board in writing.
8. This Guarantee shall be valid up to ..... unless extended on demand by the Board. 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 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)

**MORMUGAO PORT TRUST**  
**TRAFFIC DEPARTMENT**

**TENDER No. TM/196/2014/02**

**Name of Work: TENDER FOR SUPPLY, INSTALLATION, COMMISSIONING OF ACCESS  
CONTROL SYSTEM AND OPERATION & MAINTANCE  
FOR A PERIOD OF 5 YEARS AT  
MORMUGAO PORT TRUST.**

**xi) PROFORMA OF PRE CONTRACT INTEGRITY PACT**

**General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 2014, between, on one hand, the Board of Trustees of Mormugao Port Trust acting through Shri. \_\_\_\_\_, (Designation of the Officer), Mormugao Port Trust (hereinafter called the '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 'EMPLOYER' has invited bids for the work of “ **The tender for Supply, Installation, Commissioning of Access Control System and Operation & Maintenance for the period of 5 years at Mormugao Port Trust**” and the BIDDER is submitting his bid for the project and WHEREAS the BIDDER is a Private Limited company/Public Limited company/Government undertaking/registered partnership firm/ constituted in accordance with the relevant law in the matter and the '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 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 '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 'EMPLOYER'**

- 1.1 The 'EMPLOYER' undertakes that no official of the '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 '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 '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 'EMPLOYER' with full and verifiable facts and the same is prima facie found to be correct by the 'EMPLOYER' necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the '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 'EMPLOYER' the proceedings under the contract would not be stalled.

**Commitments of BIDDERS**

3.0 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 '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 '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 '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 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 '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 '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 'EMPLOYER' or alternatively, if any relative of an officer of the '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 '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. Earnest Money (Security Deposit)**

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount \_\_\_\_ (to be specified in Bid Document) as Earnest Money/Security Deposit, with the 'EMPLOYER' through any of the following instruments:
- (i) Bank Draft or a Pay Order in favour of \_\_\_\_\_
  - (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the 'EMPLOYER' on demand within 3 working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the 'EMPLOYER' shall be treated as conclusive proof of payment.
  - (iii) Any other mode or through any other instrument (to be specified in the Bid Document).

- 5.2 The Earnest Money/Security Deposit shall be valid upto a period of \_\_\_\_\_ months or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the EMPLOYER, including warranty period, whichever is later.
- 5.3 In case of the successful BIDDER, a clause would also be incorporated in the Article pertaining to Performance Security in the Project Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Security in case of a decision by the EMPLOYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.5 No interest shall be payable by the 'EMPLOYER' to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

**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 '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 Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the 'EMPLOYER' and the '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, 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 in connection with any other contract for any other stores, 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 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 'EMPLOYER' resulting from such cancellation/rescission and the '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 of the Government of India for a minimum period of five years, which may be further extended at the discretion of the 'EMPLOYER' or take action as per the procedure mentioned in the "Guidelines on Banning of Business dealings." Copy of the Guidelines on Banning of business dealings" is annexed and marked as Annexure.

(viii) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the EMPLOYER with the BIDDER, the same shall not be opened.

(ix) 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.

(x) Forfeiture of Performance Guarantee in case of a decision by the 'EMPLOYER' to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The '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 '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. Failure 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 to 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 'EMPLOYER', if the contract has already been concluded.

**8. Independent Monitors**

8.1 The 'EMPLOYER' has appointed the following Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.

-----  
-----,  
-----,  
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8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have 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 EMPLOYER,

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the 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 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 EMPLOYER within 8 to 10 weeks from the date of reference or intimation to him by the 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 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 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 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 \_\_\_\_\_

EMPLOYER

BIDDER.

Name of the Officer.

CHIEF EXECUTIVE OFFICER

Designation

Deptt./MINISTRY/PSU

Witness

Witness

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

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

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

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

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

**Note:** Integrity Pact (IP) shall cover this tender throughout its various phases, and IP would be deemed as part of the contract through an appropriate provision. The Bidder should sign and submit an “Integrity Pact to be executed between the bidder and Mormugao Port Trust along with the bid in a separate envelope (Cover A1) superscribed “**Integrity Pact**” in cover A. Bids not accompanied by a duly signed “**Integrity Pact**” shall be liable for rejection. IP would be monitored by Independent External Monitor (IEM) for this tender.



**SCHEDULE 1  
GENERAL INFORMATION**

All individual firms and each member of Joint Venture (JV) submitting the tender must complete the information in this form. In case of JV name of Lead Member may be specified.

1.	Full Name of the Firm	
2.	Head Office Address	
3.	Contract person's name at Head Office	
4.	Telephone No./s.	
5.	Fax No./s.	
6.	E-mail ID	
7.	<b>Branch Office Address, if any</b>	
8.	Contact person's name at Branch Office	
9.	Telephone No./s.	
10.	Fax No./s.	
11.	E-mail ID	
12.	<b>Works address</b>	
13.	Contact person's name at Branch Office	
14.	Telephone No./s.	
15.	Fax No./s.	
16.	E-mail ID	
17.	Place of Registration/Incorporation	
18.	Year of Registration/Incorporation	
19.	Detail of Mainlines of Business	
	i)	Since
	ii)	Since
	iii)	Since
	iv)	Since
	v)	Since

Extra sheets may be used

Signature & Seal of the Tenderer

## **SCHEDULE 2**

### **JOINT VENTURE DATA**

If the tender is submitted on behalf of a Joint Venture then a copy of Memorandum of Understanding (MOU) of the Joint Venture shall be attached to this Schedule 2. In case the Joint Venture MOU is not acceptable, the same shall be modified as required. Failure to submit the modified Joint Venture MOU, as required, within 10 days, upon receipt by the Tenderer, of the request for modification will disqualify the Tenderer for further consideration :

<b>NAMES &amp; ADDRESS OF ALL MEMBERS OF JOINT VENTURE</b>	
1	Leading Member
2.	Member
3.	Member
4.	Member
5.	Member

Extra Sheets may be used

Signature & Seal of the Tenderer

**SCHEDULE 3  
FINANCIAL DATA**

**Page 1/2 : Schedule - 3**

Tenderers, including each member of Joint Venture (if any) should provide financial information, as detailed below to demonstrate that they meet the Qualifying requirements for short-listing. Each Tenderer or member of a Joint Venture shall fill the information in this format only. If required, separate sheets may be used to provide complete financial information.

In support of submitted information, copies of Audited 'Balance Sheets' and 'Profit & Loss A/c' statements for last two (2) years must be attached.

A :Banker's details :

Name of the Banker in full	
Address of the Banker	Telephone No.:
	Fax No.:
	Contact person's name :

B : Summaries of actual Assets and Liabilities for the last 02 years i.e. 2012-13 and 2013-14.

Financial information in	Previous two years	
	2012-13	2013-14
Total assets		
Current Assets		
Total Liabilities		
Current Liabilities		
Turn over		
Profit before taxes		
Profit after taxes		

C: Specify sources of credit lines to meet the cash flow demands till overall completion of the order in below mentioned format.

Sr.No.	Sources of Credit Lines	Amount
1		
2		
3		
4		
5		

D: Income Tax and Sales Tax details :

Permanent Account Number (PAN)	
--------------------------------	--

Kindly enclose copies of supporting documents for above information)

Extra sheets may be enclosed

- E: The Tenderer or Members of Joint Venture shall submit following documents:
1. Copy of latest Income Tax clearance certificate
  2. Solvency Certificate issued by the Banker and valid till the validity of the offer.

**Signature & Seal of the Tenderer**

**SCHEDULE 4**  
**DETAILS OF KEY PERSONNEL**

Details of key personnel involved in administration and execution of the subject work till completion, are to be furnished. The information in this regard should be submitted in below mentioned format and separate sheets may be used to furnish necessary details, if required.

<b>Sl.No.</b>	<b>Name in full</b>	<b>Designation</b>	<b>Qualification</b>	<b>Experience</b>
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Extra sheets may be used

**Signature & Seal of the Tenderer**

**SCHEDULE 5**  
**CURRENT COMMITMENTS IN HAND**

Tenderer and each Member of Joint Venture (in case the tender is to be submitted by Joint Venture company) shall provide necessary information about their current commitments on all Contracts that have been awarded or for which a 'Letter of Intent' is placed or 'Letter of Acceptance' has been received or for Contracts approaching completion and full completion certificate has yet to be issued. The information in this regard shall be submitted in below mentioned format and separate sheets may be used to furnish necessary details.

In support of submitted information, it is essential to submit copies of orders in hand or copies of 'Letter of Intent' as the case may be.
---

	<b>Name of the company</b>	<b>Order number / reference No. &amp; date</b>	<b>Order value</b>	<b>Scheduled date of completion as per the order</b>
1				
2				
3				
4				

Extra sheets may be used

**Signature & Seal of the Tenderer**

**SCHEDULED 6**  
**DETAILS OF WORKS COMPLETED IN PAST**

Tenderer and each Member of Joint Venture (in case the tender is to be submitted by Joint Venture company) shall provide necessary information about works completed during 10 years (out of the last 15 years) for which completion certificate or performance certificate is already issued by the client. The information in this regard shall be submitted in below mentioned format and separate sheets may be used to furnish necessary details.

In support of submitted information, it is essential to submit copies of orders in hand or copies of "Letter of Intent" as the case may be.

<b>Sr. No.</b>	<b>Name of the company</b>	<b>Order number / reference No. &amp; date</b>	<b>Order value</b>	<b>Date of completion</b>
1				
2				
3				
4				

Extra sheets may be used

**Signature & Seal of the Tenderer**

**SCHEDULE 7**  
**EXPERIENCE IN SIMILAR WORKS**

**Reference :**  
**1,2,3.....**

The information about experience in similar works shall be submitted in below mentioned format and separate sheets may be used for each reference.

You are advised to furnish details about similar works so as to meet minimum qualifying criteria as stipulated in the tender. In support of submitted information, it is essential to submit copies of order/s executed along with satisfying performance certificate issued by client/s.

1	Client's Name :	
2	Contract / Order No. & date	
3	Name of the contract:	
4	Clients Address in full:	
5	Name of Client's contact person:	
6	Client's phone No./s:	
7	Client's Fax No.:	
8	Contract/Order value:	
9	Completion period as per Contract / Order:	
10	Date of Actual Completion of Contract/Order:	
11	Brief details of Contract/Order:	

Extra sheets may be used

**Signature & Seal of the Tenderer**



**SCHEDULE 8**  
**MORMUGAO PORT TRUST**  
**TRAFFIC DEPARTMENT**

TENDER No. TM/196/2014/02

Name of Work: **SUPPLY, INSTALLATION, COMMISSIONING OF ACCESS CONTROL SYSTEM AND OPERATION & MAINTENANCE FOR THE PERIOD OF 5 YEARS AT MORMUGAO PORT TRUST**

**VENDOR REGISTRATION FORM**

1. Name of the Organization : \_\_\_\_\_
2. Address (In Detail) : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. Telephone Number : \_\_\_\_\_
4. E-Mail Id : \_\_\_\_\_
5. Permanent Account Number (PAN) : \_\_\_\_\_
6. Bank Name : \_\_\_\_\_
7. Bank Branch Address ( In Detail) : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
8. Bank Branch Code : \_\_\_\_\_
9. Bank Account Number : \_\_\_\_\_
10. Bank Account Type : \_\_\_\_\_
11. Magnetic Ink Character Recognizer (MICR) : \_\_\_\_\_
12. Tax Identification Number (TIN) : \_\_\_\_\_
13. Service Tax Registration Number : \_\_\_\_\_
14. Service Tax Registration Code : \_\_\_\_\_
15. CST Registration Number : \_\_\_\_\_
16. Employee Provident Fund (EPF) Registration Number : \_\_\_\_\_
17. Employee State Insurance Scheme (ESIS) Registration Number : \_\_\_\_\_  
\_\_\_\_\_
18. IFSC Code : \_\_\_\_\_

