



**V.O.CHIDAMBARANAR PORT AUTHORITY  
TRAFFIC DEPARTMENT  
e-TENDERING**

**BID DOCUMENT FOR WORK OF**

**“Supply, Installation, Testing, Commissioning, Operating, Manning and Maintenance of RFID based Access Control System on Hire Basis with necessary hardware & software with all cabling at all entry/exit gates in Port premises including Comprehensive Maintenance (inclusive of warranty) for a period of 5 years”.**

**TENDER NOTICE NO: TRA-New RFID 2023- e-File No. 1151 Dt.19-04-2023**

Tender can be downloaded online from <https://etenders.gov.in/eprocure/app> or [www.vocport.gov.in](http://www.vocport.gov.in) from 19-04-2023 to 15-05-2023 upto 1500 hrs. Completed tenders are to be submitted online on or before 1500 hrs on 15-05-2023 and Technical Bids will be opened at 1500 hrs on 16-05-2023

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**SECTION I**  
**NOTICE INVITING TENDER (NIT)**  
**ONLY THROUGH e-TENDERING MODE**

**TENDER NO. TRA-New RFID 2023- e-File No. 1151 Dt.19-04-2023**

Electronic Tenders (Two Cover system) are invited by V.O.Chidambaranar Port Authority, Tuticorin from bidders fulfilling the Eligibility Criteria for the work of “Supply, Installation, Testing, Commissioning Operating, Manning and Maintenance of RFID based Access Control System on Hire Basis with necessary hardware & software with all cabling at all entry/exit gates in Port premises including Comprehensive Maintenance (inclusive of warranty) for a period of 5 years ”

1	Estimated Amount	Rs.8,22,71,135/-(Rupees Eight Crore Twenty Two Lakhs Seventy One Thousand One Hundred and Thirty Five Only)
2	Contract period	FIVE YEARS
3	Downloading of Bid document from VOC Port online e-tendering web site.	<b><i>From 19-04-2023 to 15-05-2023</i></b> (upto 15.00 Hrs) <a href="http://www.vocport.gov.in">www.vocport.gov.in</a> or <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a>
4	Pre-bid meeting	On 02-05-2023 at 11.00 hrs in the V.O.Chidambaranar Port Authority Conference Hall, Administrative Office Building, VOCPA, Tuticorin.
5	Last Date and Time for submission of Tenders through on line.	On or Before 15.00 <b><i>Hrs. on 15-05-2023</i></b>
6	Date and Time for opening of Part I (Cover I) (Techno-commercial bid)	At 15.00 <b><i>Hrs. on 16-05-2023</i></b>
7	Validity of tender	180 days from the date of opening the Part I (Cover I) – Techno-commercial bid.
8	Earnest Money Deposit (EMD)	Rs.16,45,423/- (@2% of the Estimate amount)
9	Tender Submission through	e-Tender portal <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a>

## **SECTION II** **GLOSSARY**

In this bid document and in the ‘Contract’, unless the context otherwise requires:

- i) “Authorised representative” is a person authorized to act as an authorized signatory for the business of the bidder.
- ii) “Bid” (including the term ‘tender’, ‘offer’, ‘quotation’ or ‘proposal’ in certain contexts) means an offer for rendering services or execution of works made in accordance with the terms and conditions set out in the bid document of V.O.Chidambaranar Port Authority”
- iii) “Bid documents” (including the term ‘bid documents’ or ‘Request for Proposal Documents’ in certain contexts) means a document issued by the Port, including any amendment thereto, that sets out the terms and conditions of the given e-tender and includes the invitation to bid.
- iv) “Bidder” (including the term ‘tenderer’ or ‘service provider’ in certain contexts) means any person (in the form of sole proprietor) or firm or company or any other legal entity (registered under the Companies Act, Societies Registration Act, etc), participating in the e-tendering process with the Port;
- v) “Board” mean the Board Members of the V.O.Chidambaranar Port Authority, Tuticorin, which is an autonomous body under the Major Port Authorities Act, 2021 and as amended from time to time.
- vi) “Competent authority” means the Chairman or any officer(s) authorized by the Chairman.
- vii) “Contract” (including the terms ‘Work Order’ under certain contexts), means a formal legal agreement as may be amended, supplemented or modified in accordance with the terms of contract in writing relating to the subject matter of the tender, executed between V.O.Chidambaranar Port Authority and the service provider or Contractor together with the documents referred to therein including general conditions, special conditions of Contract, Priced bill of quantities and instructions issued from time to time by the Port and all these documents taken together shall be deemed to form one contract and shall be complementary to one another, which are in compliance with all the relevant provisions of the laws of India.
- viii) “Contract price” means the sum named in the tender subject to such additions thereto or deductions there from as may be made under the provisions herein after contained.
- ix) “Contractor / Service Provider” means the person or persons, firm or company whose tender has been accepted by the Board/competent authority and includes

contractor's representative, successors and/or permitted assigns for the subject Contract.

- x) “e-Tender” means conducting of procurement processes by the Port with bidders for the acquisition of works and services through the use of information and communication technology (specially the internet) with the aim of open, non-discriminatory and efficient procurement through transparent procedures;
- xi) “Earnest Money Deposit’(EMD)” means a security from a bidder securing obligations resulting from a prospective contract award with the intention to avoid; the withdrawal or modification of an offer within the validity of the bid, after the deadline for submission of such documents; failure to sign the Contract or failure to provide the required security for the performance of the Contract after an offer has been accepted; or failure to comply with any other condition precedent to signing the contract specified in the Bid documents.;
- xii) Harbour Entry Permit (HEP) means permit issued by the Port for entry of into the Port premises.
- xiii) “Traffic Manager” means the Head of Traffic Department in the V.O.Chidambaranar Port Authority appointed under the provision of the Major Port Authorities Act, 2021.
- xiv) “Notice Inviting Tenders” (including the term ‘Invitation to bid’ or ‘request for proposals’ in certain contexts) means a document and any amendment thereto published or notified by the Port, which informs the potential bidders that it intends to procure goods, services and/or works.;
- xv) “Responsive bid”, in relation to a bidder, means a bid submitted by a bidder that conforms to all material aspects and conditions specified in the **Section VII – Evaluation of the Bid document**. If any requirements specified in **Section VII – Evaluation of the Bid document** are not complied with or changes are made by the bidder in the tender document or if there is non-usage of the prescribed forms stipulated in the bid document, the bid will be considered as non-responsive and will be summarily rejected.
- xvi) “Tender” means the Contractor’s priced offer to the Port for the execution and completion of the works and the remedying of any defects therein in all accordance with the provisions of the Contract, as accepted by the Work order.
- xvii) “Commencement of Commercial Operation”: From the date of certification issued by Traffic Manager based on the expertise opinion of IIT-M or any third party appointed by the Port for concurring the Completion of Acceptance Testing Process adhering to the Sec VIII Point No. 09.

**SECTION III**  
**SCOPE OF WORK & PROPOSED SYSTEM**

**1. SCOPE OF WORK:**

The work involves Supply, Installation, Testing, Commissioning, Operating, Manning and Maintenance of RFID based Access Control System on Hire basis with necessary hardware & software with all cabling at all entry/exit gates in Port premises including Comprehensive Maintenance (inclusive of warranty) for a period of 5 years. The scope of work broadly includes, but not limited to and carried out as per relevant standards:

- 1) Control and limit access to only authorized persons, vehicle, equipment, material, cargo and visitors inside the Port area.
- 2) Significantly enhance security at all gates of the Port
- 3) On line web based HEP request, generation and issuance system.
- 4) HEP generation and issuance at HEP issuance center and manning the center round the clock (24x7) on all days throughout the year.
- 5) Digitize collection of HEP fees, Penalty and other amount as instructed by the Port on real time basis directly to Port account and not through payment aggregator.
- 6) Record entry & exit of persons, vehicles, equipment, material, cargo and visitors through the Port Gates, Check Posts and Container terminals and provide report during the entire contract period on real time basis.
- 7) The RFID system shall be integrated with any software that is presently in use at Portor would be installed at a later date at no extra cost, as instructed by the Port. The integration shall be made through web services / API.
- 8) The pass issuance process and access control system shall comply with ISPS code which will be furnished by the Port.
- 9) Automate and speed up the movement of the valid HEP holders at Port Gates.
- 10) HEP system shall be deployed by the contractor in the cloud infrastructure provided by VOC Port with VM ware with DC and DR in Linux/Windows OS. OFC connectivity shall also be provided by VOC Port. Other hardwares including switches for networking shall be made available by the contractors as per Technical specification indicated in Section IV. Contractor shall also make the required arrangements including backup arrangements to ensure the functioning of HEP system without any failures/issues. Also,

the contractor of HEP system holds the responsibilities to host/maintain the HEP software in cloud data center of Port without any failures.

- 11) Before commencement of commercial operation the system shall run 15 days as stabilization period, in which the entire performance of the new system and compatibility with existing hardware & software of the Port may be monitored.
- 12) The period of contract shall be five years from the date of commencement of commercial operation.
- 13) The data generated during the contract period shall be an exclusive asset of the Port and shall not be shared with any other entity or organization without prior written consent of the Port. The entire data access during the period shall be provided to the Port in a secured manner. At the end of the contract period the entire data generated shall be submitted to the Port in the format prescribed by the Port.
- 14) The system shall comply with the KPI as given in 3.0
- 15) The readers, display system and signal lights shall be installed in vantage points at Port gates, roads and check posts facilitating uninterrupted vehicular movement.
- 16) The hardware and other equipments shall be adequately protected from dust, rain, sun and other weather conditions.
- 17) The data of current RFID system shall be uploaded as historical data in the format required for the proposed system for retrieval.

## **2. PROPOSED SYSTEM**

**2.1** The proposed system solution will be an integrated intelligent solution comprising of the following sub systems. The process flow given by Port is indicative only. The successful bidder may deploy suitable system to meet the objective of the RFID based access control system and get approval of the Traffic Manager.

1. Online web-based HEP Request, Generation and Issuance system in any platform for application and database with provision for uploading / capturing of Photo and other documents. The HEP system shall be hosted as <https://> in cloud data server with adequate security measures to avoid any security threats. The software shall comply with MEITY / Government guidelines and various certifications like ISO 27001:2022, ISO 20000:1, ISO 27017, ISO 27018, TIA-942-B and any revisions of Government guidelines / certifications. Further, the software shall comply Government policies including security,



application development & re-engineering guidelines, open-source software guidelines etc.,

2. HEP Generation and Issuance centers with provision to uploading / capturing of Photo and other documents with 24x7 operations.
3. Provision for creating multiple Users including Port Departments with unique ID and Password.
4. For authentication Aadhar / Vahan (MoRTH database) may be used while, creating data base.
5. Provision to issue multiple types of HEPs like daily, Weekly, Monthly, Yearly, etc., for multiple categories which determine the time limit and the area accessible for the HEP holder.
6. Provision to collect the HEP fee, Penalty and any other amount as instructed by the Port through Credit card / Debit card /Internet Banking / UPI payment and Wallet account.
7. Issue of Radio Frequency Identification (RFID)/Smart (ISO certified) cards (HF & UHF Combi cards) with pre-printed format with photo on front side and other details on back side with terms and conditions (as advised by Port) to the Port Employees, Pensioners and Annual HEP holders. The cards shall be supplied with holder and lanyard.
8. Issue of Radio Frequency Identification (RFID)/Smart (ISO certified) cards (HF & UHF Combi cards) with pre-printed format on front side and other details on back side with terms and conditions (as advised by Port) to the drivers, cleaners, persons, vehicle and equipment. After the validity period the cards shall be reissued to any category through RFID renewal system.
9. Pre-Configured combi cards shall be issued to Registered Port Users on payment of the charges fixed for the card. Users shall use the card for obtaining HEP. Further, blank RFID cards may also be used to issue HEP. Provision shall be provided to personalize, renew and reuse the cards
10. All RFID cards issued shall have Unique Number and color coded to differentiate them between the categories.
11. All HEPs generated shall have Unique HEP Number to identify the time, date, year of the issue and the category. 2306061442EQH(YMDTCategory, running number)

12. The details of HEP shall be communicated electronically along with QR code through mail, SMS, messaging app.
13. Provision to blacklist / ban / restore the entry of vehicles, persons & equipments.
14. Alert Notifications for expiry, suspension, blocking etc., of HEPs through messages and mail to be forwarded to the phone number / mail id provided in the HEP requisition form
15. Provision to issue duplicate HEPs
16. Not more than one HEP shall be issued to any person or category at any point of time
17. The contractor shall provide adequate man power for generating and issuing of HEPs and technical persons for maintenance of software and hardware.
18. Provide HF and UHF readers at entry and exit points in the Port to read the HEP issued in the RFID system to verify, control and record the movement of persons, vehicle, equipment, material, cargo and visitors in order to log in the Physical Check In & Out time at the Port gate.
19. All access points shall be integrated through OFC network as per the requirement of the system and shall confirm to the relevant standards.
20. Network connectivity will be supplied by the Port. However, the vendor has to make necessary backup arrangements for uninterrupted operations during network failure.
21. Provide Hand Held Reader for reading the RFID card, the QR code and the Unique HEP Number in the event of downtime of the system. Access using QR code shall be permitted only during downtime and report on the same shall be furnished.
22. Provide Automatic Number Plate Recognizing (ANPR) system to cross verify the truck number with HEP with provision of signaling at gates.
23. Vehicles' number captured by the ANPR system shall be recorded in the RFID system in addition to the data captured from the HEP readers on reading HEPs.
24. Provide display system in all gates for displaying, including the photo of the person and other details in the HEP for verification.
25. Existing Boom Barriers and Turnstiles shall be integrated with the proposed system.
26. The contractor shall provide LED signaling lights at all lanes in the gates including Check Post I & II and shall be integrated with the RFID card readers.
27. Live control Room for round the clock (24x7) tracking and support system.

28. Provision in the software for Management Information System (MIS) with the facility to generate adequate number of reports as and when required by the Port for analyzing the revenue, dwell time of trucks, head count of people and trucks at particular time, etc., with various factors.
29. HEP system shall be deployed by the contractor in the cloud infrastructure provided by VOC Port with VM ware to host the RFID application with DC and DR. OFC connectivity shall also be provided by VOC Port. Other hardwares including switches for networking shall be made available by the contractors as per Technical specification indicated in Section IV. Contractor shall also make the required arrangements including backup arrangements to ensure the functioning of HEP system without any failures/issues. Also, the contractor of HEP system holds the responsibilities to host/maintain the HEP software in cloud data center of Port without any failures.
30. Integration of RFID system with Port Operating System or any other application software that is in use at Port. Integration shall be done through web services / API. Data format and communication protocol will be open for future integration.
31. The system shall comply with Key Performance Indicator (KPI) as stated by the Port in the tender document.
32. The maintenance and upkeep of the hardware & software for the entire contract period is the responsibility of the contractor.
33. The system should comply with all policy frame works as desired by VOCPA.
34. The fee for HEP, Penalty, Penalty for over stay, loss of HEPs and any other amount to be collected shall be conveyed to the contractor by the Port time to time.
35. The contractor shall have enough equipment as standby in order to avoid downtime.

## **2.2 Registration of Port User Firms, Details of Vehicles and Persons**

1. All Port User firms shall be registered in the RFID system and issued with Unique password and id for log in to the system.
2. All User firms registered in the RFID system are permitted to enroll their employees, contract labours, vehicles and equipments by uploading relevant documents. The documents shall be verified and approved by Traffic staff and uploaded in the system by RFID staff.

3. Any driver or person can enroll his / her details in the RFID system with uploading / capturing photo with original driving license / Aadhar ID. The authenticity / validity of the driver shall be checked with SARATHY / Aadhar website during enrollment.
4. Any vehicle or equipment can be registered in the RFID system with uploading relevant documents such as FC, Insurance, PUC, Forms, Port approval letter etc., The authenticity / validity of the documents shall be checked with Vahan / appropriate websites during registration.
5. The data shall be retrieved / cross verified while issuing HEPs.

### **2.3 Harbour Entry Permit (HEP) Issuing Centers:**

1. Truck Parking Terminal (minimum 4 counters)
2. Photo Pass Section (minimum 1 counter)
3. Zone “B” (minimum 1 counter)
4. Check Post I (minimum 1 counter)
  - a. The contractor shall provide HEP issuance center in any location in addition to the above location as instructed by the Port. Port reserves the right to change the locations of HEP issuing centers.
  - b. The contractor shall operate the HEP issuance center round the clock for registration, generation, issuance and collection of payment of fees for HEP, penalty and any other payment instructed by the Port through electronically and physically.
  - c. The contractor has to provide 18 Data Entry Operators (DEO) and 6 Supervisors for issuing HEPs and supervising the HEP issuing center. The DEOs and Supervisors shall be posted in shift duty including night shift as may be required.
  - d. Technical staff for maintenance shall be deployed round the clock for operation and maintenance of hardware and software.

### **2.4 Harbour Entry Permit (HEP) Categories:**

HEPs (Combi cards with HF & UHF) are issued for the following category:

- 1 Persons (Employees, Pensioners, Drivers, Cleaners, Operators, Port Users, PPP Operators, Casual Labors, Contractors, Contract Labors and Visitors)
- 2 Heavy Vehicles ( Import Container Carriers and Export Container Carriers)
- 3 Heavy Vehicles (Cargo Carriers)
- 4 Light Vehicles, Passenger Carriers and Two Wheelers

- 5 Equipments (Cranes, Excavators, Grabs, Generators, etc.,)

## **2.5 Validity of Harbour Entry Permit**

1. Yearly (For Port Users calendar year for vehicles and equipments continuous period of 365/366 days)
2. Half Yearly (continuous period of 182 days)
3. Monthly (continuous period of 30 days)
4. Weekly (continuous period of 7 days)
5. Daily (continuous period of 24 hrs)

## **2.6 Area of Access:**

1. Administrative Office
2. Inside Custom Bound Area (South Break Water Only)
3. Inside Custom Bound Area (South Break Water & North Cargo Berths)
4. Inside Custom Bound Area (South Break Water, North Cargo Berths and Inside Red Gate)
5. Outside Custom Bound Area only
6. Zone “B”

## **2.7 Permanent HEP:**

Annual HEPs are issued to Port employees, Pensioners, Family Pensioners. Further, annual HEPs are issued to Port Users, Vehicles and Equipments on request basis subject to fulfilling the required conditions and on payment of the Annual entry fee including the cost of the RFID card. For persons the RFID cards are pre-printed with the photo of the person and other details as instructed by the Port. The permanent HEPs shall be issued in 7 days from the date of receiving the application.

## **2.8 Temporary HEP:**

HEPs issued for Half yearly, Monthly, Weekly and Daily are temporary. On expiry of the validity of the HEP, the contractor shall collect the RFID cards from the Users and reuse the RFID cards for any category.

## **2.9 Temporary HEP for Port Visitors:**

Temporary HEP is issued for Port visitors. The validity period for visitors is one day only. Details of an adult male / female in the group with photo shall be uploaded in the system along with other members name and one single RFID based HEP is generated and issued for

group entry. These HEPs are issued in the PRO Section on all Port working days. On Port closed holidays HEP may be issued in the Photo Pass Section with prior approval of the Traffic Manager.

### **2.10 Identity Cards with restricted Harbour Entry Permit:**

Identity cards with restricted HEP (HF cards) are issued for the following category

- 1 Employees
- 2 Pensioner & Family Pensioner

Port employees and Pensioners are issued with permanent RFID based identity cards. The RFID based identity cards are pre-printed with the photo of the person and other details as instructed by the Port. These ID cards shall be utilized for admittance in the Port.

### **2.11 Harbour Entry Permit Issuance System (On line& HEP Issuing Center)**

#### **2.11.1 Harbour Entry Permit Issuance System (On line)**

1. Users login with the unique ID and Password provided in the system
2. To obtain HEP to Persons - Upload Photo and Relevant Documents (Aadhar, Driving License, Blood Group and other relevant details as required by the Port) in the 'Request for HEP' screen in the system.
3. To obtain HEP to Heavy & Light Vehicles, Passenger Carriers and Two & Three Wheelers – Upload Relevant Documents (Insurance Certificate, Fitness Certificate, Pollution Under Control Certificate and other relevant details / documents as required by the Port) in the 'Request for HEP' screen in the system.
4. To obtain HEP to Equipments –Upload Insurance Certificate, Fitness Certificate, Pollution Under Control Certificate, Forms related to the equipments, Port Safety Officers Approval and other relevant details as required by the Port in the 'Request for HEP' screen in the system.
5. Daily HEP - On submitting the HEP requisition form, the system validates the data and proceed for payment. On payment through online, the Users shall configure the RFID card issued to him and generate the HEP **else** if pre-owned cards are not available a **token number** is generated and on producing the token number in the Pass Issuance Centre, HEPs shall be generated and issued based on the data already uploaded.
6. For Monthly, Half Yearly and Yearly HEPs, the request is forwarded to Supervisor / ATM of the Traffic Department for approval. The request has to be accepted or rejected

by the concerned staff or officer within the cut-off time, informed by the Traffic Department. If the request is not processed within the cut-off time the same shall be passed to next level Officer.

**6.1** On acceptance of the request by the Traffic Staff the system send acceptance mail to the applicant. The applicant shall make payment through online and configure the RFID card issued to him and generate the HEP **else** if pre-owned cards are not available a **token number** is generated and on producing the token number in the Pass Issuance Centre, HEPs shall be generated and issued based on the data already uploaded.

7. Generation of all HEPs shall be notified to the respective phone numbers entered in the HEP request form through messages with QR code and the Unique HEP Number

#### **2.11.2 Harbour Entry Permit Issuance System in HEP Issuance Center:**

1. Harbour Entry Permit Centers are manned, operated and maintained 24x7 by the man power supplied by the contractor.
2. All persons approaching the HEP issuance centre for obtaining any kind of HEP shall have the recommendation letter from the Registered Port User.
3. HEPs are issued against the name of the Registered Port User.
4. To obtain HEP to Persons - Photo of the applicant is captured in the system. Relevant Documents (Aadhar, Driving License, Blood Group and other relevant details as required by the Port) are furnished across the counter and the required details are keyed in the HEP generation screen.
5. To obtain HEP to Heavy & Light Vehicles, Passenger Carriers and Two Wheelers – Relevant Documents (Insurance Certificate, Fitness Certificate, Pollution Under Control Certificate and other relevant details / documents as required by the Port) are furnished across the counter and the required details are keyed in the HEP generation screen.
6. To obtain HEP to Equipments – Relevant documents such as Insurance Certificate, Fitness Certificate, Pollution Under Control Certificate, Forms related to the equipments, Port Safety Officers Approval and other relevant details as required by the Port are furnished across the counter and the required details are keyed in the HEP generation screen.

7. Daily HEP - On submitting the details the system validates the data and proceed for payment. Payment shall be made through any electronic mode. HEPs shall be generated and issued based on the data already uploaded.
8. For Monthly, Half Yearly and Yearly HEPs, the request is forwarded to Supervisor / ATM of the Traffic Department for approval. The request has to be accepted or rejected by the concerned staff or officer within the cut-off time, informed by the Traffic Department. If the request is not processed within the cut-off time the same shall be passed to next level Officer.
9. Generation of all HEPs shall be notified to the respective phone numbers entered in the HEP request form through messages with QR code and the Unique HEP Number.

#### **2.12 Payment of Harbour Entry Permit & Other Charges and Penalty:**

1. Provisions to be provided to collect the HEP fee or any other amount as instructed by the Port through Credit card / Debit card / Internet Banking / UPI payment and Cash.
2. The collected amount shall be credited in the Port account then and there.
3. Separate head of accounts to be maintained for collection of different charges. (HEP fee, Dwell time penalty, No Parking Penalty etc.,)
4. Payment shall be collected as per prevailing General SoR and the rates informed by the Port from time to time.

#### **2.13 Gate Entry and Exit**

1. All the lanes in the Port Gates, Check Posts, Container Terminals and Administrative Office shall be provided with RFID readers.
2. Necessary number of Local Gate Servers shall be provided at Port Gates.
3. Back up network shall be provided for seamless movement of persons and vehicles
4. The entry and exit of every person, vehicle and equipment shall be captured and automatically recorded in the system for generating reports on head count, entry / exit details and dwell time etc.,
5. There shall be an in built system to deny and make alarm entry / exit of invalid / unauthorized passing through of person, vehicle, and equipment.
6. There shall be a display system for displaying the details of HEP, captured in the readers. Invalid, banned, restricted entry of the HEP shall be displayed with restricted messages.



7. The HEP readers shall be linked to the boom barriers, turnstiles and the signaling lights. Depending upon the validity of the HEP the boom barriers, turnstiles and the signaling lights shall function.
8. In the event of failure of any system the entry / exit shall be regulated throughhand held readers along with the QR code or Unique HEP number.
9. The ANPR system shall be utilized to verify the vehicle number with the HEP.

#### **2.14 Documentation and Recording of EXIM Cargo during Admission and Delivery:**

1. The system shall have provision to integrate with Port Operating System (POS).
2. All export and import cargo are accounted in the Port Operating System through Import and Export applications.
3. Import and Export application numbers (IA/EA No.) are unique, issued based on vessel number, having cargo related details.
4. The RFID system shall have “Cargo Admission and Delivery Screen” in the access control system.
5. “Cargo Admission and Delivery Screen” shall have provision for the Custom Brokers / Cargo Handling Agents or the Person Authorized to move cargo in / out of the Port, to link multiple IA/EA number of multiple cargoes laden in the vehicle with the HEP of the vehicle.
6. When the HEP is captured by the RFID reader in the Gates (except Check Post I & II) the cargo details shall be transferred to the system.
7. The data shall be generated as report based on multiple fields such as vesselwise / IA & EA number wise etc.,
8. Since, single truck makes multiple entry / exit, the link between the IA/EA number with the HEP of the vehicle shall be ceased once the vehicle is captured in the RFID readers in the Gates (except Check Post I & II) and admitted / delivered into / from the Custom notified area, so that the Agent could link the HEP with any other IA / EA number for the subsequent trip of the vehicle.

#### **2.15 Documentation and Recording of Containers during Admission and Delivery:**

1. The system shall have provision to integrate with Terminal Operating System (TOS) through web services / API

2. All containers are admitted delivered off the Custom notified area based on the Equipment Inter-Change Receipt (EIR) issued by the Container Terminals.
3. The RFID system shall have “Container Admission and Delivery Screen” in the access control system.
4. “Container Admission and Delivery Screen” shall have provision for the Custom Brokers / Cargo Handling Agents, Container Freight Station, or the Person Authorized to move cargo in / out of the Port, to link more than one container number and their EIR numbers laden in the vehicle with the HEP of the vehicle.
5. When the HEP is captured by the RFID reader in the Gates (except Check Post I & II) the container details shall be transferred to the system.
6. The data shall be generated as report, based on multiple fields such as vesselwise, terminalwise , laden, etc.,
7. Since, single truck makes multiple entry / exit, the link between the containers number & EIRs number with the HEP of the vehicle shall be ceased once the HEP of the vehicle laden with export container is captured in the RFID reader in Container Terminals’ Admission Gate and the HEP of the vehicle laden with import container is captured in the reader in Check Post I or II, so that the Agent could link the HEP with any other container number and EIR number for the next trip of the vehicle.

**2.16 Documentation and Recording of Cargo / Containers Admitted / Delivered off Custom bound area through rail wagons:**

1. HEP may be obtained by the Agent for every rake and shall linked with cargo / containers as said in the above process.

**2.17 Documentation and Recording of materials (other than EXIM cargo) moved in / out of Custom bound area:**

1. The system shall have request screen for Material Admittance / Delivery.
2. The Operator / Concessionaire / Agent moving the material in / out of the Custom notified area, shall obtain necessary permission from Customs, Port and other Government Agencies if any required.
3. The Operator / Concessionaire / Agent moving the material login to the request screen and key in the details, upload the permission letter obtained from Customs, Port and other government Agencies and link the transporting vehicle HEP with material permit.

4. The system shall have provision to generate reports on admission / delivery of materials.

**2.18 Documentation and Recording of cargo / materials weighed at weighbridge inside the of Custom bound area:**

1. The system shall have provision to integrate with the software utilized in the weighbridge for weighment.
2. When the HEP of a truck is captured in the RFID reader provided in the weighbridge the vehicle / cargo details shall be transferred to the software used in weighbridge for weighment. The details shall be mapped with the HEP of the vehicle.
3. After completion of weighment, the system shall receive the Tare, Net and Gross weight along with the vehicle, cargo and other details from the software used in weighbridge for weighment. The details shall be mapped with the HEP of the vehicle.
4. The details transferred / mapped with the HEP, while weighing at the weighbridge shall be displayed at the display system when the HEPs are shown in the RFID reader
5. The system shall have provision to create report on vesselwise, Import / Export application wise and also the details transferred to the system.
6. The system shall have the provision to exchange the HEP details along with the weighment details to the POS to weighbridge system vice versa

**2.19 Display System:**

1. There shall be a LED display systems in all entry and exit points except Check Post I & II
2. The details of HEPs, captured in the readers shall be displayed in the display system.
3. Invalid, banned, restricted entry of the HEP shall be displayed with restricted messages.
4. Details of minimum 3 HEPs shall be displayed in a single screen

**2.20 Boom Barriers and Turnstiles:**

1. The existing automatic Boom Barriers and Turnstiles shall be utilized by integrating with the proposed system.
2. The existing Boom Barriers and Turnstiles shall be integrated and linked with the signaling system.

**2.21 Signaling System**

1. The contractor shall provide LED signaling lights with 2 colors in all entry and exit points.
2. The signaling lights shall be linked with the RFID readers.

3. The 2 colors shall notify the admittance and rejection of the HEPs.

### **2.22 Others**

The system proposed is only illustrative and not exhaustive and contractor may have to carry out any other works related to issue of HEP which is not included above.

### **3.0 Key Performance Indicators**

<b>Sl.No.</b>	<b>Key Performance Indicator</b>	<b>Minimum Guaranteed Performance</b>
1	HEP Generation Time	Vehicle : less than 60 seconds Person : less than 75 seconds
2	Average number of HEPs per hour at any counter	Vehicle :>60 or Person :>48 or a compatible combination
3	HEP Verification Time	Vehicle or Persons <3 seconds
4	Annual System Down Time	<1%
5	System Availability	>99%

### **4.0Penalty for downtime:**

1. The system shall have mechanism to automatically monitor the minimum guaranteed performance along with penalty calculation from the system. The timing of each event to be logged in the system and reports to be provided by the contractor.
2. For delayed issue of HEP a penalty of Rs.5/- (Rupees Five) shall be levied for each incident.
3. For the non-function of any one of the RFID readers / Display system / Signaling system / ANPR any or any hardware at any one location, for a period of continuous 30 minutes or longer shall be accounted on hourly or part thereof unit basis and a penalty of Rs.1,000/- per unit shall levied for the cumulative non-functional period of the month. The penalty shall be deducted from the monthly payment.
4. Non-generation of HEP in any one of the HEP issuance center for a period of continuous 30 minutes or longer shall be accounted on hourly or part thereof unit basis and a penalty of Rs.2,000/- per unit shall be levied for the cumulative non-functional period of the month. The penalty shall be deducted from the monthly payment.

5. If the entire system is not available for more than one hour, 1% of the monthly charges shall be deducted for every hour or part thereof from the monthly payment.

#### **5.0 Other Conditions**

1. The Port Authority will not be responsible for any damage to the contractor's material(s) and injury to / death of the contractor's personnel might suffer during the performance of the contract.
2. The contractor shall abide by the safety rules and regulations of the Port Authority during the performance of the contract.
3. The Contractor shall make his own arrangement for conveyance, boarding / lodging of their Service Engineer/s without any extra charges to the Port.
4. The Contractor shall pay applicable Harbour Entry Fee for their employee during the implementation and contract period.
5. Safe Custody of Port Authority's Material / Instruments / Equipments: Whenever Port Authority's material are handed over for repair / services job, utmost care should be taken for its Safe Custody till the period the material are delivered back.
6. In case of loss of material, damages, such loss and damages should be made GOOD to Port Authority and in case of failure to make good the loss or damage/s, Cost of such losses/damages will be recovered from the supplier's Bills against this Contract or any other Contracts, at the rates decided by the Port Authority and the decision by the Port Authority will be the final and binding on the Contractor.

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**SECTION IV**  
**Technical Specifications & Bill of Quantities**

Sl.No	Item	Nos
1	RFID HF Readers	27
2	RFID UHF Readers	26
3	RFID UHF Controllers(with UHF & HF input)	26
4	Hand Held Readers	05
5	ANPR Camera	34
6	32" LED Display System	13
7	Signaling Lights	34
8	Switches 24 Port PoE Gigabit	08
9	Switches 16 Port PoE Gigabit	06
10	Switches 8 Port PoE Gigabit	03
11	2 KVA UPS	09
12	Personal Computers (latest configuration)	08
13	Web Camera	07
14	Scanner	01
15	Signature Pad	01
16	RFID Card Printer	02
17	RFID combi cards (HF & UHF)	15000
18	RFID HF cards	5000
19	Web based RFID HEP issuing software	--
20	Symantec Endpoint Protection 14.5 RU4 license	For PCs and Servers
21	Signage Boards	As required
22	Suitable Cable	As required
23	Rust and dust proof materials for covering and fixing of display, signal lights, readers and switches	As required

#	DESCRIPTION/ ITEM	SPECIFICATION	REFERENCE MAKE & MODEL
1	<b>Display system</b>	<ul style="list-style-type: none"> <li>• LED Type</li> <li>• Resolution 1366 x 768</li> <li>• Connectivity 1xHDMI&amp;1xUSB</li> <li>• Screen size 80 cm (32")</li> <li>• Refresh Rate - 50Hz-100Hz</li> </ul>	Sony/Panasonic/SAMSUNG/LG
2	<b>Switches 24 Port PoE giga bit</b>	<ul style="list-style-type: none"> <li>• Ports - 24 nos RJ-45 connectors for 10 BASE-T</li> <li>• 100 BASE-TX and 1000 BASE-T with 2 shared Small Form -Factor Pluggable (SFP)slots</li> <li>• Cabling type – Unshielded twisted pair (UTP) Category 6 or better. 10BASE-T/100BASE-TX</li> <li>• UTP Category 6 Ethernet or better</li> <li>• Power supply - 230VAC,</li> </ul>	CISCO/HP/ALLIEDTELE SYS/D-Link.
3	<b>Switches 16 Port PoE giga bit</b>	<ul style="list-style-type: none"> <li>• Ports - 16nos RJ-45 connectors for 10BASE-T</li> <li>• 100BASE-TX, and 1000 BASE-T with 2 shared Small Form-Factor Pluggable (SFP) slot</li> <li>• Cabling type - Unshielded twisted pair (UTP)Category 6 or better 10BASE-T/100BASE-TX</li> <li>• UTP Category 6 Ethernet or better</li> <li>• Power supply - 230VAC,</li> </ul>	CISCO/HP/ALLIEDTELE SYS/D-Link.
4	<b>Switches 8 Port PoE giga bit</b>	<ul style="list-style-type: none"> <li>• Ports - 8nos RJ-45 connectors for 10 BASE-T</li> <li>• 100 BASE-TX and 1000 BASE-T with 2 shared Small Form-Factor Pluggable (SFP)slots</li> <li>• Cabling type - Unshielded twisted pair (UTP)Category 6 or better. 10BASE-T/100BASE-TX</li> <li>• UTP Category 6 Ethernet or better</li> <li>• Power supply - 230VAC,</li> </ul>	CISCO/HP/ALLIEDTELE SYS/D-Link.
5	<b>Personal Computers For issuing HEP's</b>	<ul style="list-style-type: none"> <li>• Processor - IntelCore i7-12700 or Higher</li> <li>• Graphics - Integrated HD Graphics,</li> <li>• Memory- 16GB DDR4 RAM with 32GB Expandability</li> <li>• Hard Disk Drive - 1 TB 7200 rpm Serial SATA HDD</li> <li>• Monitor - 47cm (18.5 inch) LED Digital Color Monitor</li> <li>• Keyboard – 104 keys or better</li> <li>• Mouse - Optical Scroll Mouse</li> <li>• Ports - 6 USB Ports (with at least 2 in front, minimum 2 USB 3.0, at least one Type C Port)</li> <li>• 1 Serial audio port for Microphone and</li> </ul>	Dell/HP/Lenovo/Acer

		headphone in front, <ul style="list-style-type: none"> <li>• Networking Facility - 10/100/1000 on board integrated Network Port</li> <li>• Operating System - Windows 11 Professional (64bit) preloaded with Certificate of Authenticity or higher.</li> </ul>	
6	<b>Web Camera</b>	<ul style="list-style-type: none"> <li>• Type - Single-lens reflex camera</li> <li>• Effective angle of view - Approx.1.5x lens focal length</li> <li>• Effective pixels – 12 Mega Pixel and above.</li> </ul>	IBall/Logitech/Creative
7	<b>Scanner</b>	<ul style="list-style-type: none"> <li>• Scanner type Flat bed,</li> <li>• Scan resolution, optical 1200 dpi or more</li> <li>• Scan size 8.5x11.7 in</li> <li>• Scan speed 6 ppm or above supported file formats PDF; TIF; BMP; GIF; JP0047`</li> </ul>	
8	<b>Signature Pad</b>	<ul style="list-style-type: none"> <li>• Dimensions (WxHxD) - 6.3x6.9x 0.4 inches/161x174x11 mm</li> <li>• Communication interface – USB, Display Type - F-STN Positive Reflective</li> <li>• Cover plate surface - Tempered glass, Native resolution - 320x200 pixels, Reading Technology rate - Electro magnetic Resonance (EMR)</li> <li>• Active area size - 3.8x2.4inches/96x60 mm</li> <li>• Co-ordinate resolution - 2540lpi/0.01mm/pt (non-interpolated)</li> <li>• Coordinate accuracy - ±0.02inches/±0.5mm (center)</li> <li>• Report Rate - 200 points per second (non-interpolated), Pressure levels - 1024(non-interpolated)</li> <li>• Encryption - AES256/RSA2048, Pen storage - Pen tray</li> <li>• Connectivity security - USB cable locking system</li> <li>• Data security - Realtime signature capture without internal pad memory</li> </ul>	
9	<b>RFID Card Printer</b>	<ul style="list-style-type: none"> <li>• AIR PROTOCOL – EPC Gen2, ISO/IEC-7810-2002 compliant,</li> <li>• FREQUENCY - 860-960MHz,</li> <li>• COMMUNICATION OPTIONS - USB2.0: supports plug-and-play printer identification</li> <li>• 10/100 Ethernet, 802.11b/g wireless option, MAX PRINT SPEED/RESOLUTION - 300 dpi/11.8 dots per mm</li> </ul>	



		<ul style="list-style-type: none"> <li>CARD SIZE - CR-80, ISO 7810 format,</li> <li>OPERATING TEMPERATURES - 59°F to 95°F/15°C to 35°C</li> <li>DIMENSIONS - 13.75in.H x 10.9in. D x 28.25in. W (349 mmH x 277 mm Dx718mmW)</li> <li>Printer with Laminator - 13.75 in.H x 10.9in. Dx43in. W (349 mm Hx277 mm Dx1092 mm W)</li> <li>WEIGHT - 31.7lbs/14.4kg, Printer with Laminator 44.3lbs/20.1kg</li> </ul>	
12	<b>Support Services</b>	<ul style="list-style-type: none"> <li>Direct problem call logging with Manufacturer Less than 4 business hours 8/5</li> <li>Hardware support response directly from manufacturer</li> <li>Advance part exchange 24x7 proactive ASN system monitoring support services directly from manufacturer</li> </ul>	
14	<b>Specification of HF Card</b>	<ul style="list-style-type: none"> <li>Operating frequency 13.56 MHz,</li> <li>Dimensions: 85.6 x 54 x 0.8 mm.,</li> <li>Memory 1024 bits or 1024 bits * 8, 1K bytes EEPROM or 4K Bytes EEPROM,</li> <li>Range of operation: about 2.5” to 3.9”</li> <li>Data rate: 106 kbits/sTrue anti collision</li> <li>4 bytes serial number UID, 8K bits organized in 16 sectors with 4 blocks each and 16 bytes in each block</li> <li>Data retention of 10 years minimum Write/erase endurance 1,00,000 cycles minimum</li> <li>3 pass authentication: ISO/IEC DIS-9798-2 or ISO/IEC 14443A</li> </ul>	
15	<b>Specification of Combi Cards (HF + UHF)</b>	<ul style="list-style-type: none"> <li>The Combi card shall have the features of HF cards and the UHF cards</li> <li>Higgs TM-3IC with 800 bits of non volatile memory</li> <li>Operating frequencies: 13.56 MHz (HF) and 860-960 MHz (UHF)Chips: Mifare Classic 1k (HF) / Monza 4 QT (UHF)</li> <li>AIN 9662, 32 bit TID 64 bit unique TID 96 bit EPC memory</li> <li>extensible to 480 bits 512 bit user memory</li> <li>32 bit access password</li> <li>32 bit kill password</li> <li>Pre-programmed with a unique</li> <li>unalterable 64 bit serial number</li> <li>Dimensions: 85.6 x 54 x 0.8 mm.</li> </ul>	<ul style="list-style-type: none"> <li>One card for Far field- and Near field applications</li> <li>Typical ID-1 Chip card format UV and temperature resistance thanks to special protective film</li> <li>Unique: 8-digit decimal card number</li> </ul>

16	<b>HF RFID Fixed reader</b>	<ul style="list-style-type: none"> <li>• Frequency - 13.56 MHz High Frequency (HF)</li> <li>• Protocol - ISO 15693 : ICODE ISO 14443A: MIFARE</li> <li>• Read Range - upto 10cm</li> <li>• Work Mode - Auto mode and command mode</li> <li>• Antenna Type - In-built</li> <li>• Operating Temp. - Temperature: -10°C to + 60°C</li> <li>• Storage Temp. - Temperature: -30°C to + 80°C</li> <li>• Communication Interface - RS232/RS485/WG26/Ethernet</li> <li>• Power Supply - 5V/9V/12V DC</li> </ul>	
17	<b>UHF RFID Fixed reader</b>	<ul style="list-style-type: none"> <li>• Frequency - 865~868MHz frequency band</li> <li>• Protocol - ISO18000-6B, ISO18000-6C(EPC C1G2)</li> <li>• Read Range –up to 10m (Depend On Tag)</li> <li>• Work Mode - Active Mode, Trigger Mode and Answer Mode (Optional)</li> <li>• Antenna Power - 12dbi Linear Antenna</li> <li>• Output Power - Up to 26dbm(adjustable)</li> <li>• Operating Temp. - -10~+55°C</li> <li>• Storage Temp. - -20~+75°C</li> <li>• Communication Interface - RS232/RS485/WG26/Ethernet</li> <li>• Power Supply - 9V/12V DC</li> <li>• IP 65 Rated POE minimum read range of 8 mts or integrated reader with built in antenna 8-10 mt range with circular polarization.</li> </ul>	Zebra, Kathrein, Thin Magic, CSL, Honey well, 3M
18	<b>UHF RFID Hand Held Reader</b>	<ul style="list-style-type: none"> <li>• UHF RFID Hand Held Reader wi-fi and blue tooth enabled</li> <li>• Rugged, resistant to water, dust and mechanical trauma</li> <li>• High capacity battery to enable non stop operation over a full working day</li> <li>• Ability to read and write EPC Class 1</li> <li>• GEN 2 RFID tags Android 11</li> <li>• Charging Doc station Kit</li> <li>• Removable and Rechargeable lithium battery pack</li> <li>• Read range of atleast 6 mts should operate with Android Win CE</li> <li>• Windows 10, windows Mobile.</li> <li>• Ability to scan QR code</li> </ul>	TSL, Zebra, Alien, CSL

		<ul style="list-style-type: none"> <li>• Ability to identify RFID cards with unique HEP number</li> </ul>	
19	<b>Automatic Number Plate Recognition Camera (ANPR)</b>	<ul style="list-style-type: none"> <li>• Image Sensor - 1/2.8" 2MP PS CMOS (7.112cm)</li> <li>• Effective Pixels - 1920(H)x1080(V)</li> <li>• Minimum Illumination - 0.006Lux/F1.4(Color,1/3s,30IRE)0.05Lux/F1.4(Color,1/30s,30IRE)</li> <li>• Shutter Speed - Auto/Manual, 1/3(4)~1/100000s</li> <li>• White Balance - Auto/Natural/Street Lamp/Outdoor/Manual</li> <li>• Lens - 2.7mm~13.5mm Motorized Lens</li> <li>• Max. Aperture - F1.4</li> <li>• Angle of View - H:106°~29°, V:57°~17°</li> <li>• Gain Control (AGC) - Auto/Manual</li> <li>• Video Compression - H.265+/H.265/H.264+/H.264</li> <li>• Back Light Compensation - BLC / HLC / WDR(120dB)</li> <li>• S/N Ratio - More than 50dB</li> <li>• Video Streaming - Main Stream: 2MP (1 ~ 25/30fps), Sub Stream: D1/CIF(1 ~ 25/30fps)</li> <li>• Resolution - 1080P(1920x1080)/SXGA(1280x1024)/1.3M(1280x960)/720P(1280x720)/D1(704x576/704x480)</li> <li>• Digital Zoom - 16x</li> <li>• Motion detection - Off / On (4 Zone, Rectangle)</li> <li>• Privacy Mask - Off / On (4 Area, Rectangle)</li> <li>• ICR - Auto (ICR)/Color/B/W</li> <li>• ROI - Off / On (4 Zone)</li> <li>• Alarm IN - 1 channel In: 5mA 5VDC</li> <li>• Alarm Out - 1 channel Out: 300mA 12VDC</li> <li>• Bit Rate - H.265: 12K ~ 6400Kbps , H.264: 32K ~ 10240Kbps</li> <li>• Protocol - HTTP; TCP; ARP; RTSP; RTP; UDP; RTCP; SMTP; FTP;DHCP ;DNS; DDNS;</li> <li>• Ethernet - RJ-45 (10/100Base-T)</li> <li>• IR - IR Range of 60 Mtr., Smart IR</li> <li>• Micro SD - Micro SD, Max 128GB</li> <li>• Operating Temperature - -30°C~+60°C, Less than 95%RH</li> <li>• Power Source - DC12V, PoE (802.3af)</li> <li>• Power Consumption - &lt; 12W</li> </ul>	Rajudjog, Gandhi automation, Neptune, Egates, Maxwell auto doors, Leaptor

		<ul style="list-style-type: none"> <li>• Casing – Metal</li> <li>• Weatherproof Standard - IP67, IK10 (Optional)</li> </ul>	
20	<b>UHF Controller</b>	<ul style="list-style-type: none"> <li>• Supports complete and fully functional hardware, firmware and software tool infrastructure for access control devices.</li> <li>• Provides robust Network security and IO Module Encryption. The Intelligent Controller and IO module system and features.</li> <li>• Highly configurable with sophisticated threat detection and provides complete platform security. Has inbuilt LED and Beep output with battery backup.</li> </ul>	

- i. All the hardware to be utilized in the RFID system shall be **brand new**.
- ii. The hardware listed above are indicative/reference only. The contractor may also increase the numbers / boost the performance of the system by installing higher capacity / upgraded hardware.

**SECTION V**  
**INSTRUCTIONS TO THE BIDDERS**

**1. GENERAL:**

- i) Electronic Tenders (Online) are invited in “TWO COVER SYSTEM” by V.O.CHIDAMBARANAR Port Authority (VOCPA) from eligible bidders for the work mentioned in NIT Section – I. The bidders must fulfill the eligibility criteria and other requirements mentioned in the bid document.
- ii) The bid document containing the entire details is available at the e-Tender Portal [www.vocport.gov.in](http://www.vocport.gov.in) or <https://etenders.gov.in/eprocure/app> for downloading during the period specified in the NIT (Section – I).
- iii) The bidder should have a) EPF Registration Certificate b) ESI Registration Certificate c) Permanent Account Number (Income Tax PAN) d) Income tax return of preceding 3 years f) GST Registration Certificate
- iv) The tender shall remain valid for a period of **180 days** from the date of opening of the Part I (Cover I)– Techno–commercial bid.
- v) The Contract Agreement will be in force for a period of **Five years** from the date of commencement of commercial operation.

**2. REGISTRATION IN THE e-PROCUREMENT PORTAL AND PARTICIPATING IN THE TENDER:**

- i) The intending Bidders are required to register on the e-Tender web portal <https://etenders.gov.in/eprocure/app> (If not already registered) by clicking “Online Bidder Enrollment” option in order to obtain user-id and password and then to activate their respective user-id by using Digital Signature Certificate (Class-III). The bidders will have to accept, unconditionally, the online user portal agreement which contains all the terms and conditions of NIT including commercial and general terms and conditions and other conditions, if any, along with an online undertaking in support of the authenticity of the declarations regarding facts, figures, information and documents furnished by the bidder online. The bidder shall visit the homepage of the e-Tender portal for getting information to be followed for bidding in the e- Tender portal.
- ii) Any prospective bidder can view or download the bid documents from the e-Tender web portal <https://etenders.gov.in/eprocure/app> during the period as indicated in NIT / home page of portal.

iii) In the case of any failure, malfunction, or breakdown of the electronic system used during the e-Procurement process, the Tender Inviting Authority shall not accept any responsibility for such failures or breakdowns other than in those systems strictly within their own control.

**3. BIDDER'S RESPONSIBILITY:**

- i) The bidder, at the bidder's own responsibility and risk is encouraged / advised to **visit the site at his own cost and examine the site** of required services and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract for the services. In general, they shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A Bidder shall be deemed to have full knowledge of the site, whether he inspects it or not and no extra charges arising out of any misunderstanding or otherwise shall be allowed. Bidders shall submit a realistic offer for the execution of the work at their own cost without any liability on VOCPA.
- ii) It will be imperative for each Bidder to fully inform himself of all **local conditions** and factors which may have any effect on the execution of the works covered under the bidding documents and specifications. VOCPA will not entertain any request for clarifications from the Bidders regarding such local conditions. It must be understood and agreed that such factors have properly been investigated and considered while submitting the bid. Neither any change in the time schedule of the contract nor any financial adjustment arising thereof which are based on the lack of such clear information, its effect on the cost of the works to the Bidder shall be permitted by the VOCPA. No claim for financial adjustment to the contract awarded under these specifications and documents will be entertained by the VOCPA.
- iii) It is implied that on submission of the tender, the Bidder is deemed to have clearly understood and satisfied himself regarding the work and services and all conditions likely to be encountered during the execution of the work thereof. The value quoted in the **Part II (Cover II) – Price bid** are adequate and all-inclusive with respect to all factors, circumstances and conditions likely to be incidental, both direct and indirect, to the work and services mentioned in the subject tender.
- iv) Further, the Bidder undertakes, if his tender is accepted, has to enter into and execute when called upon to do so, a Contract Agreement as provided in **Annexure B** with such

modifications as agreed upon. Until the formal Contract Agreement is prepared and executed, this tender document together with the written acceptance shall form a binding agreement between the Port and the Contractor.

- v) The Bidder shall furnish a declaration of no deviation on Technical and commercial terms and conditions in the enclosed **Certificate of no deviation – Form VII in Annexure A.**
- vi) The Bidder shall submit a declaration as provided in the **Form VI of Annexure A** of the bid document that the Bidder has no litigation and arbitration against the Port for a period of past 5 years and that the bidder has not been blacklisted or debarred in the last 3 years from providing service by any of the Central / State Government / Nationalized Banks/ Autonomous bodies / PSEs/PSUs and any other organisations in India prior to the submission date of tender mentioned in the NIT and the same shall be uploaded along with the bid document in the e-Tender portal <https://etenders.gov.in/eprocure/app>.
- vii) The Bidder shall submit a Tender Acceptance Letter as provided in the **Form XII of Annexure A.**
- viii) Scanned copy of filled in & signed **Integrity pact** as per **Form XI** of Annexure A, prepared in Non-judicial stamp paper shall be uploaded along with technical bid.

#### **4. PRE-BID MEETING**

A pre-bid meeting will be conducted on the date, time and place as specified in **NIT (Section – I)** at V.O.Chidambaranar Port Authority, Tuticorin. **Bidders who have downloaded the tender document** can participate in the pre-bid meeting or the queries can be sent to the designated e-mail id by 02-05-2023 at 1800Hrs (date and time) and the replies to queries will be published on the website, which shall form part of the contract agreement. Any queries received after the due date shall not be considered and no reply to such queries will be given.

#### **5. CORRECTION/VARIATION:**

- i) All corrections and alterations in the entries of the bid documents shall be attested with full signature of the Bidder with date. No erasures or over-writings shall be made.
- ii) The Bidders should not upload any revised or amended offers after the opening of the tender. If any such document is found in the bid, the same will be rejected.

iii) The bidder's proposal is deemed to include, all prices for the Scope of Work specified in Section III of the tender document and no arithmetical correction or price adjustments are allowed.

iv) Bid should be complete in all respects for taking a decision immediately on opening of the tender.

**6. TRANSFER OF BID DOCUMENTS:**

Transfer of bid documents downloaded by one intending Bidder to another is not permissible.

**7. ADDENDA / CORRIGENDA:**

i) At any time prior to the due date & time of opening of bids, VOCPA may, for any reason, whether at its own initiative or in response to a clarification sought by any prospective bidder, modify the bidding documents, bidding process, terms & conditions, specifications, etc. by issuing Corrigendum and/or Addendum.

ii) Any Corrigendum and/or Addendum thus issued shall be part of bidding documents and shall be notified only on the web portal <https://etenders.gov.in/eprocure/app> and [www.vocport.gov.in](http://www.vocport.gov.in). Bidders intending to participate in the tender shall be solely responsible for checking the portal for any amendment issued in the shape of Corrigendum and/or Addendum.

iii) In order to afford prospective bidders reasonable time to take the amendment into account in preparing their bids, VOCPA may, at its discretion, extend the deadline for the submission of bids.

**8. INCOMPLETE DETAILS AND CANVASSING:**

i) The Port does not bind itself to accept the lowest tender and may reject any or all tenders received without assigning any reason, whatsoever. Tenders in which any of the particulars and prescribed information is inadequate or incomplete in any respect and / or the prescribed conditions are not fulfilled such tenders are liable to be rejected. Canvassing in any form by the Bidders will result in their tender being rejected.

ii) Bidder shall not contact VOC Port Authority on any matter relating to its Bid from the time of the Bid Opening to the time the contract is awarded. Any effort by any Bidder to influence VOC Port Authority in the Bid Evaluation, Bid Comparison, or Contract Award decision shall result in disqualification of the bidder.



## **9. HISTORY OF LITIGATION**

A consistent history of litigation or arbitration awards against the applicant may result in disqualification.

## **10. SIGNING OF THE BID DOCUMENTS:**

All pages of the bid documents and the documents submitted in support of the eligibility of the Bidder pre-qualifying in the tender (as stated in **Annexure A**) to be uploaded by the Bidder, which shall be originally signed with date and seal at the lower right hand corner and shall be serially numbered, wherever required by the Bidder himself or a person holding power of attorney duly authorised and competent to do so on behalf of the Bidder, as furnished in **Form V of Annexure A** of the bid document, before submission of the tender.

## **11. DECLARATION BY THE BIDDER**

The bidder, in a hundred rupees non-judicial stamp paper, shall furnish a declaration to the effect, that he has completely read the bid documents and found himself to be eligible before submission of the bid, as specified in **Form IX of Annexure A**.

## **12. BID SUBMISSION**

- i) Such of the registered bidders, who intend to bid, are required to download and print out the bid document along with its Annexure and Forms and fill up the same. A scanned copy of this filled up bid document shall be submitted online through the above website using their respective user-id and password in order for their bid to be considered. *(The scanned copies of the supporting documents shall be uploaded in the form and manner as mentioned in the "Qualification and Responsiveness Information of Annexure A" of the bid document)*
- ii) The bid follows two cover system and bidders are required to submit Techno Commercial / qualification details in Part I(Cover I) and Price bid separately in Part II (Cover II) electronically. Both shall be submitted simultaneously.
- iii) Both Part I and Part II bid documents are required to be submitted only through the above mentioned electronic mode and tender submitted through any other mode will be summarily rejected and no correspondence on such matter will be entertained for the reasons whatsoever.

## **13. OUT STANDING DUES TO PORT**

The parties who have outstanding dues to be paid to the Port as on the date of publication of the NIT shall clear the same before submission of the bid, else they will not be allowed to take part in this tender and the online uploaded bid document in any way will not bind the Port to accept their participation in the subject tender.

#### **14. EARNEST MONEY DEPOSIT (EMD):**

In order to be considered for the bid, the Bidder shall make payment of EMD of Rs.16,45,423/- (**@2% of the Estimate amount**) through RTGS/NEFT to the account whose details are provided as below:

A	Name and address of the bank	Indian Overseas Bank, Harbour Branch, Tuticorin-628004.
B	Name of the branch	Harbour Branch
C	IFSC code	IOBA0000143
D	Account Number	014301000000001
E	Type of Account	Savings Account
F	Beneficiary's Name	FA & CAO, V.O.Chidambaranar Port Authority, Tuticorin

- i) While submitting their bid, the bidder shall upload the scanned Unique Transaction Reference (UTR) number details or any other electronic transaction details in the **Form II of Annexure A** towards the successful remittance of the Earnest Money Deposit (EMD).The Earnest Money Deposit (EMD) remitted in any other form will not be considered and such tenders will be summarily rejected.
- ii) The bid security may be accepted in the form of insurance security bonds, account payee demand draft, fixed deposit receipt, bankers cheque or bank guarantee from any of commercial banks having a branch at Tuticorin. The valid period of bank guarantee should be of 30 days in excess of the bid validity or payment online in an acceptable form, safeguarding the purchasers interest in all respect.
- iii) The bidder other than an MSE unit should pay the EMD through online payment gateway mode in CPP e-tendering portal otherwise his / her / their bid will be rejected. EMD in the form of cash / demand draft or any other form shall not be accepted. The MSEs are

required to furnish relevant valid certificate for claiming exemption. This valid certificate shall be uploaded in the bid. Failing which the bid shall not be evaluated.

- iv) The Earnest Money Deposit (EMD) furnished by all unsuccessful bidders will be returned through an e-payment system, after the expiry of the final tender validity period but not later than 30 (thirty) days after award of Contract or signing of the Contract Agreement, whichever is earlier. The Earnest Money Deposit (EMD) of the successful bidder shall be adjusted against Security Deposit as per para 8 of Section VIII.
- v) A bidder's bid security will be forfeited if the bidder:
  - 1. Withdraws or modifies an offer within the validity period of the bid, after the deadline for submission of such documents
  - 2. Impairs or derogates from the tender in any respect within the period of validity of the tender;
  - 3. If the bidder does not accept the correction of his bid price during evaluation;
  - 4. If the Bidder submits fraudulent documents and / or wrong information in support of it's eligibility / qualification
  - 5. In case of any bidder found indulged in corrupt, fraudulent, coercive, undesirable and restrictive practices during the bidding process and
- vi) If the successful bidder on award of contract fails to remit the Performance Security or to sign the contract within the specified or extended time, the EMD shall be forfeited and the bidder shall be debarred/ black listed for a period of three years.
- vii) No interest shall accrue or is payable on the EMD from the date of its remittance till it is returned to the bidders.
- viii) Any bidder who is claiming exemption from payment of EMD based on any Central/State Government certification, the same shall be considered for such exemption provided that the firm uploads the said valid certificate copy at the time of submission of their bid documents along with the details duly filled in Form VIII of Annexure A.

## **15. UPLOADING OF BID DOCUMENTS**

- i) The Bidder shall on its own responsibility have to download and upload the bid document in the provided e-Tender portal. The Bidder has to make his own arrangements to overcome the internet, electricity or other connectivity failures to complete the tender filling online at his own risk and cost and the Port will not be responsible for such

failures or shall not be liable to extend or accept such delayed or incomplete tender, for reasons whatsoever.

- ii) The terms of the tender schedule, conditions of contractor any other documents attached to the bid document shall not be defaced or detached from it and the same has to be uploaded in whole as per the instructions provided in the bid document or in the e-Tender portal.

#### **16. DOCUMENTS TO BE UPLOADED BY THE BIDDER TO PARTICIPATE IN THE e-TENDER**

In order to file an error-free tender, the bidders may make use of the qualification documents to be uploaded list provided in the **Qualification and Responsiveness Information in Annexure A** of the bid document to identify the documents to be scanned and uploaded in support of their bid. The list is not exhaustive and only indicative. Hence the Bidder is advised to read the entire bid document carefully and determine any other documents which need to be uploaded, as a support to their qualification to the bid.

#### **17. QUOTING OF RATES FOR PRICE BID:**

- i) The bidder shall quote the rate for the work separately as specified in Part II (Cover II) – price bid (Annexure D).
- ii) Applicable taxes, if any payable, shall be reimbursed over and above the quoted rates on production of documentary evidence.
- iii) The Bidder shall quote the rate in figures as well as in words in English. In case of any discrepancy between figures and words, the rates in words shall prevail.

#### **18. BID OPENING:**

The **Part I (Cover I) – Techno-commercial Bid** containing the techno-commercial documents listed in the **Qualification and Responsiveness Information in Annexure A** and any other documents uploaded by the Bidders will be opened through online on 16-05-2023 at 15:00 Hrs., as indicated in the NIT, in the presence of such bidders and/or their authorised representatives, who wish to be present at the time of opening, at their own cost.

#### **19. BID VALIDITY**

- i) The bids shall be valid for a period of 180 days from the date of opening of Tender.

- ii) During this period, the bidder shall not be permitted to withdraw or vary their offers, once made and if they do so, Earnest Money Deposit (EMD) paid by the bidder will be forfeited.
- iii) In exceptional circumstances, prior to the expiry of the original time limit, the “Tender inviting Authority” may request the bidders to extend the period of validity for a specified additional period. The request and the bidders’ responses shall be made in writing or by email. A bidder may refuse the request without any risk of forfeiture of Bid Security (EMD).
- iv) A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his bid for the period of the extension.

## **20. PAYMENTS**

All payments will be made only in Indian Rupees and no foreign exchange is available for this work.

## **21. EXPENSES INCURRED BY THE BIDDER**

The Port shall not be responsible for any direct or indirect expenses incurred by the Bidders in preparing, submitting and/or personally attending at the time of opening the techno-commercial bid / price bid or at any other time.

## **22. COMMUNICATION FOR INFORMATION**

Any further information regarding the subject tender may be obtained in writing from the undersigned.

**Traffic Manager,**  
Traffic Department,  
V.O.Chidambaranar Port Authority,  
Tuticorin – 628 004, India.  
Phone: 0461 – 2372400  
Fax : 0461 – 2352221; 2352658  
e-Mail: [tm@vocport.gov.in](mailto:tm@vocport.gov.in)  
website: [www.vocport.gov.in](http://www.vocport.gov.in)

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**SECTION VI**  
**TECHNO-COMMERCIAL QUALIFICATION CRITERIA FOR THE BIDDERS**  
**(COVER I) – Techno-Commercial Bid**

Qualifying criteria to be met by bidders to qualify for award of the contract is specified as follows:

**A. The bidder shall have the meaning as stated in the Sl.No.(iv) of Section – II (Glossary).**

**B. Similar Work Experience**

The bidder should have successfully completed similar work/services as detailed below during the last seven years from the previous month of date of publication of the NIT with either of the following in any Central / State Government / Autonomous bodies / PSEs/PSUs / Nationalized Banks / Public Limited or Private Limited Companies, etc.

- i) Three similar completed services each costing Rs.3,29,08,454/- not less than the amount equal to 40% (Forty per cent) of the estimated cost Rs.8,22,71,135/-  
(or)
- ii) Two similar completed services each costing Rs.4,11,35,568/- not less than the amount equal to 50%(Fifty per cent) of the estimated cost Rs.8,22,71,135/-  
(or)
- iii) One similar completed service costing Rs.6,58,16,908/- not less than the amount equal to 80%(Eighty per cent) of the estimated cost Rs.8,22,71,135/-

The above said details shall be furnished by the bidder in the **Form IV of Annexure A.**

**Note:**

- i) Similar completed work/ services means the Contractor should have engaged in providing **Supply, Installation, Testing, Commissioning of RFID based Access Control System OR Supply, Installation, Testing, Commissioning of RFID based Tracking System OR Supply, Installation, Testing, Commissioning, Operating Manning and Maintenance of RFID based Access Control System** at any Central / State Government / Autonomous bodies / PSEs/PSUs / Public Limited or Private Limited Companies, Container Terminals, CFSs etc.
- ii) In respect of Completed works/services the period of completion shall be reckoned as per the initial work order. For e.g.,if the initial work order is for a period of one year, the work is deemed to be completed subject to submission of satisfactory completion certificate for the said one year, irrespective of subsequent extensions, if any.

iii) In case of experience other than Central / State Government / Autonomous bodies / PSEs/PSUs / Public Limited Companies, the bidder has to submit TDS certificate for the past experience, only then the experience will be considered.

iv) Only the documents stated in **Form III** and **Form IV A & B** of **Annexure A** shall be considered for evaluation and any other documents uploaded but not stated in the above mentioned **Form III** and **Form IV** of **Annexure A** shall not be considered for evaluation.

**C. Financial Capability:**

i) Average Annual financial turnover during the last three years, ending 31st March of the previous financial year, should be at least 30% (Thirty per cent) of the estimated cost Rs.2,46,81,341/-. The details shall be furnished by the bidder in the **Form III** of **Annexure A**.

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**SECTION VII**  
**EVALUATION OF THE BID DOCUMENT**

**1. Determination of Responsiveness**

A responsive tender is one which inter-alia confirms to all the terms and conditions including general and special conditions of the entire bid documents without any deviation or reservation and the same shall be determined as described below:

The bidders should scan and upload the following documents in the e-Tender portal, failing which their offer will be treated as non responsive and their bid will be summarily rejected without techno commercial evaluation

- i) Proof of payment of EMD by RTGS/ NEFT etc
- ii) The copies of valid certificate issued by Central / State Government for exemption from payment of EMD, if applicable **Form VIII – Annexure A**
- iii) The bidder must upload self-attested scanned copy of its PAN,GST,TDS, EPF,ESI,as stated in the **Qualification and Responsiveness Information –Annexure A**
- iv) Scanned copies of original registration certificate documents incorporating the legal entity and defining its legal status, place of registration and principal place of business, etc.
- v) Declaration of Authorized Representative of the bid in **Form V of Annexure A** (if applicable) **in non-judicial stamp paper**with denomination not to be lesser than Rs.100/
- vi) The bidder must not have been declared ineligible / black listed by any Central / State Government / Autonomous bodies / PSEs/PSUs / Nationalized Banks / Public Limited or Private Limited Companies inthe past 3 years prior to the date of publication of NIT. A declaration to the effect should be furnished in **Form VI of Annexure A**.
- vii) Information regarding any litigation and arbitration against the Portduring the past five years prior to the date of publication of NIT, in which the Bidder is involved, the parties concerned and disputed amount in **Form VI of Annexure A**

**2. Techno-Commercial Evaluation**

- i) The documents uploaded by the bidder as specified in **Form IV, IV(A) & IV(B) of Annexure A** read with **Section VI B** will be evaluated based on the performance certificate / work completion certificate of similar nature of the work and value of the work fulfilling the eligibility criteria.



- ii) The financial capability will be evaluated based on the information provided in **Form III** of **Annexure A** read with **Section VIC**.
- iii) After scrutiny of the documents uploaded in the **Part I (Cover I) – Techno-Commercial Bid**, the eligible bidders will be pre-qualified based on the details provided by them.
- iv) The tenders, which do not satisfy the qualifying criteria as mentioned under **Section VI – Techno-commercial qualification criteria for the Bidders**, shall be rejected without assigning any reason.
- v) The Port may verify the original documents of the scanned copies uploaded by the Bidder during evaluation or at any time, if required. In case the documents submitted by the bidders found to be forged/ false, the Port will take appropriate penal action including cancellation of the work order issued and blacklisting of the firm/ company for a period of 3 years.
- vi) The shortlisted bidders after the techno commercial evaluation will be informed through e-mails after short listing and the same will also be published in the Port website. Any bidders who had participated in the tender having any objections or observations shall inform the same to the designated e-mail id, within a period of seven days from the date of publishing in the website. Objections if any, received after this date will not be entertained.
- vii) Objections so received will be duly examined as per the terms and conditions of the tender and the decision will be posted on the website. The decision of the competent authority, in this regard, will be final and binding and no further objections will be entertained once the decision is finalised.

### **3. Price Bid Evaluation**

- i) The bidders shall quote rates in the form **Part II (Cover II) – Price bid** provided in **Annexure D** of the bid document. The Price bid of the shortlisted bidders i.e., technically qualified bidders will alone be opened by the Port on a date and time to be notified later. The bid shall be opened in the presence of such bidders and/or their authorised representatives, who wish to be present at the time of opening, at their own cost.
- ii) After opening of the price bids, the same shall be listed out and read out to the bidders who are present at the time of opening of price bid and no separate communication on the price quoted shall be sent to the bidders.

- iii) The price bid will be evaluated based on the rate quoted by the bidders in the **Part II (Cover II) – Price bid** and the bidder quoting the lowest amount will be declared as the successful bidder.
- iv) If the lowest amount quoted happens to be the same for more than one bidder, the concerned bidders alone will be asked to again submit revised price quotes in sealed covers within the time to be prescribed by Port.

#### **4. Clarification on Bids**

During evaluation and comparison of the bids, the VOCPA may, at his discretion, ask the bidder for clarification on the bid. The request for clarification shall be given in writing by registered/ Speed Post/Registered e-mail/uploaded on the e-procurement Portal, asking the bidder to respond by a specified date, and also mentioning therein that, if the bidders does not comply or respond by the date, his bid will be liable to be rejected. Depending on the outcome, such tenders are to be ignored or considered further. No change in prices or substance of the bid shall be sought, offered, or permitted. No post-bid clarification at the initiative of the bidder shall be entertained. The shortfall information/documents should be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. (Example: if the Permanent Account Number, registration with GST has been asked to be submitted and the bidder has not provided them, these documents may be asked for with a target date as above). So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered. For example, if the bidder has submitted a work /supply order without its completion/ performance certificate, the certificate can be asked for and considered. However, no new work supply/work order should be asked for so as to qualify the bidders.

#### **5. Award of Work**

The Tender Inviting Authority, on behalf of VOC Port Authority, will award the contract to the bidder whose bid is the lowest evaluated Bid as per tender conditions.

#### **6. Purchaser's Right To Accept Or Reject Any Or All The Bids**

VOC Port reserves the right to accept or reject any bid and to annul the bidding process at any time prior to award of contract without thereby incurring any liability to the affected Bidder or Bidders on the grounds of VOC Port Authority's action.

**SECTION VIII**  
**INSTRUCTION TO SUCCESSFUL BIDDER**

**1. Letter of Intent (LOI)**

- i. The letter of intent will be issued to the successful bidder through e-mail/post after evaluation and obtaining approval of the competent authority for fulfilment of the formalities.

**2. Letter of Acceptance (LOA)**

- i. The successful bidder shall duly inform his acceptance to execute the work in writing within 7 days of receipt of the Letter of Intent.

**3. Work Order**

- i. After fulfilment of the conditions specified in the Letter of Intent, the Port shall issue Work Order to the successful bidder.

**4. Performance Security:**

- i) The successful bidder shall deposit an amount equal to 5% of the accepted tender value as Performance Security in the form of irrevocable Bank Guarantee obtained from a Nationalised Bank or a Scheduled commercial Bank having net-worth of above **Rs.100 crores** having its branch at Tuticorin and encashable at Tuticorin in the form as per specimen in the **Annexure C** of the Bid document and the same shall sent along with a letter from the Bank directly to the Port within 15 days from the date of issue of letter of intent with a claim period of 90 days. The bid security may be accepted in the form of Insurance surety bonds, account payee demand draft, fixed deposit receipt, banker's cheque or bank guarantee from any of the commercial banks having a branch in Tuticorin.
- ii) The successful bidder may also deposit the Performance Security amount through e-Payment in lieu of Bank Guarantee to the account details mentioned at the **Para No.14 of Section V** under “**Earnest Money Deposit**” of the bid document. However, the Port may relax the above time limit of 15 days and may extend for further period of 6 (six) days in extraordinary circumstances based on the reasons furnished by the bidder. If the Performance Security is not deposited within the stipulated period as prescribed, the Work Order stands cancelled automatically and the Earnest Money Deposit will be forfeited.

- iii) In case the Port is obliged to make any recoveries on any account from the Performance Security Deposit of the Contractor either in part or full, shall be encased by the Port and the Contractor shall be obliged to make good the Performance Security Deposit amount within a period of 10 (ten) days after the receipt of information in this regard, failing which the Contractor shall have to pay an interest of SBI base rate MCLR+ 2% per annum for the period of delay in making good the Performance Security Deposit.
- iv) The Performance Security should remain valid for a period of 90 (ninety) days beyond the date of completion of all contractual obligations of the Contractor including statutory obligations and will be refunded/discharged thereafter without any interest after adjusting any dues to the Port.

**5. Signing the Contract Agreement :**

- i) The successful bidder shall be required to execute a Contract agreement at his own cost in the pro-forma prescribed by the Port as per the **Contract Agreement Form** provided in **Annexure B** of the bid document on Tamil Nadu State Government stamp paper of the value of *Rs.100./- within 7days* of the issue of work order.
- ii) Non-fulfilment of this condition of executing a Contract agreement by the successful bidder would constitute sufficient ground for annulment of the award and forfeiture of Earnest Money Deposit. The Port reserves the right to take action as deemed fit against such default bidder.

**6. Signing of Integrity Pact**

The successful Bidder shall also require executing an ‘**Integrity Pact**’ in the prescribed pro-forma provided in **Form XI** of **Annexure A** of the bid document in Non-judicial stamp paper.

**7. Signing of Data Non-Disclosure Agreement**

The successful bidder shall enter into Data Non-Disclosure Agreement (NDA) for ensuring security breach controls.

**8. Security Deposit**

Security Deposit at the rate of **10%** will be deducted from each running bill after adjusting the amount already deposited by the contractor as EMD subject to a maximum accumulation of **5%** of the tendered value. The Security Deposit shall remain with the Port till the date of completion of all contractual obligations of the Contractor including statutory obligations and

will be refunded without any interest after adjusting any dues payable to the Port/ Statutory Authorities.

**9. Period of Completion of work and Commencement of Operation**

The successful bidder shall complete the process of installing all his Hardware, Software, Equipments and deployment of man power for the contract and commence commercial operation within a period of Ninety days including stabilization period from the date of work order.

**10. Acceptance Testing Process**

The system should be implemented in full to comply with the configuration and specifications mentioned in the tender document and the tenderer shall inform the Port in e-mail / letter about the start of stabilization period (15 days) prior to commencement of commercial operation. During this stabilization period the entire performance of the new system and compatibility with the existing software and hardware of the Port shall be tested by IIT-M or third party appointed by the Port. The IIT-M or third party shall submit the report of compliance within 3 working days on receipt of email / letter. Any issues identified during the period shall be informed to the contractor in writing. Once the issues have been resolved, the IIT-M or third party shall re-test and certify the compliance of the system. Project commencement shall come into effect after completion of Acceptance Testing Process.

**11. Commencement of Commercial Operation**

The Traffic Manager / VOCPA shall certify the commencement of commercial operation based on the report submitted by IIT-M or third party appointed by the Port.

**12. Debarment**

A bidder shall be debarred if he has been convicted of an offence

- a) under the Prevention of Corruption Act, 1988 or
- b) The Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

If a bidder is found to be debarred shall not be eligible to participate in any of the tender process of the Port for a period not exceeding three years commencing from the date of debarment.

### **13. Independent External Monitors:**

Port appointed Independent External Monitors Name and Address are given below:

- 1      Shri.Trivikram Nath Tiwar, ILS (Rtd)  
301-B, Block-3B, HIG DDA Flats,  
Rani Jansi Road, DDA Complex,  
Motia Khan,  
New Delhi – 110 0055  
Mobile No. 9871788277  
e-mail – [trivikramnt@yahoo.co.in](mailto:trivikramnt@yahoo.co.in)
- 2      Shri Arun Kumar, CSS (Rtd)  
D-202, Godrej Air,  
Seetharampalaya, Hoodi,  
Bangalore-560048  
Mobile No. 9816021113  
e-mail – kumararun\_53@rediffmail.com

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**SECTION IX**  
**STATUTORY COMPLIANCE AND CONTRACTUAL OBLIGATIONS**

**1. Period of Completion of work and Commencement of Operation**

- i. The successful bidder shall complete the process of installing all his Hardware, Software, Equipments and deployment of man power for the contract and commence operation at all the locations mentioned at the scope of work within a period of 90 days including stabilization period from the date of work order.

**2. Key Performance Indicators**

- i. The RFID system shall comply with the Key Performance Indicators (KPI) stipulated in Section III Scope of Work & Proposed System.

**3. Locations of Readers, Display System and Signal Lights**

- i. The readers, display system and signal lights shall be installed in vantage points with consultation with Traffic Department at Port gates, roads, check posts and Container Terminal gates facilitating uninterrupted vehicular movement.

**4. Maintenance of Hardware and Software**

- i. The contractor shall ensure that the Hardware, Software, Equipments including the whole system is kept in working condition round the clock. Technical support, if any, shall be provided immediately so that the system operation, issuance of HEP and vehicular movement continues without interruption. The hardware and other equipments shall be adequately protected from dust, rain, sun light and other weather conditions.
- ii. Any issue / bugs / discrepancies etc., noted in the HEP system and changes as per statutory / operational / future enhancement / any requirements in the HEP system shall be made by the successful bidder during the contract period.
- iii. Version management, development and deployment control mechanism shall be adopted properly to handle the trouble shooting / enhancement / changes etc., during the contract period.
- iv. The successful bidder shall conduct software quality audit as per Government guidelines through Government empanelled auditor for HEP system once in two years and submit the security compliance report to Port for security compliance.

**5. Information and Data Security Measures**

- i. Any information and data collected and generated during the performance of this contract shall remain at all times the property of the Port and shall not be disclosed without the written consent of the Port.
- ii. The personal information and highly sensitive personal information (Aadhar, Driving License number etc.,) shall be kept confidential. The contractor shall take all reasonable precautions to preserve the integrity & confidentiality of the data and prevent any loss, damage or destruction of the data and information.
- iii. Upon completion or termination of the contract, the contractor shall return all the data / information generated so far, to the Port and shall not be destroyed or deleted.

#### **6. Compliance with Client Security Measures**

- i. In the event that of the Port operates formal security policies, the contractor shall ensure that its employees are made aware of such policies and shall also ensure ongoing compliance with these policy statements. The client shall provide the contractor with up to date information on its security policies and will keep the contractor informed about any changes to these policies.

#### **7. Disaster Recovery**

- i. The contractor shall ensure that information and data under its responsibility is properly backed up and also that arrangements are made for recovery processes to minimize any potential disruption to the Port business. The contractor is required to ensure that proper measures are in place to enable continuation of services in the event of unexpected disruptive events. These measures should include implementation and pre-testing of formal disaster recovery and business continuity planning with the contractor's business.

#### **8. Income tax**

- i. Income tax will be deducted at the rates as applicable from time to time. It is open to the contractor to make an application to the concerned Income Tax Authorities to obtain a certificate from them authorising the department to deduct income tax at such lower rate or deduct no tax as may be appropriate to his case. Such certificate will be valid for the period specified therein unless it is cancelled by the Income Tax authorities earlier.

#### **9. Taxes & Duties:**

- i. The Contractor shall pay all taxes, duties, cess, levies if any, fees and all other dues required to be borne & paid by him under the Contract, and the Contract Price shall not be adjusted for any of these costs.



- ii. The Contractor shall bear and pay all the liabilities in respect of non- observance of all legal formalities as per various statutory provisions.

#### **10. Goods and service tax**

- i. The GST shall be paid by the Port at the rates applicable from time to time on submission of bills / invoices as prescribed under GST rules mentioning the full details regarding the Name, Address, GST Registration Number of the bidder along with the description, classification and value of taxable services and GST payable thereon. The GST shall be reimbursed by the Port to the Contractor on his making available the GST claimed by him in GSTR against the Port GST number.
- ii. The GST, TDS shall be applicable as per the section 51 of the CGST Act, 2017. [As per CGST Act, 2017] and shall be deducted at such rate as may be specified from the invoice of the Contractor.

#### **11. Compliance with the EPF /ESI Act**

- i. The Contractor should adhere to the Employees State Insurance Act 1948 (34 of 1948) and Employees Provident Fund Act, 1952 and the rules/orders framed there under from time to time.
- ii. The Contractor should have the EPF / ESI code / certificates and shall submit the proof in order to confirm the payments made by them. The monthly payment shall be made only after the submission of documentary proof of payment made towards EPF/ESI within stipulated period as per the relevant Act on account of this contract.
- iii. In the 1<sup>st</sup> month of claim for reimbursement of ESI/ EPF, the Contractor shall enclose the copy of the ESI and EPF card of the entire manpower including the substituted manpower deployed by the Contractor, only upon which the claim of the Contractor will be considered.
- iv. If the proof of remittance of EPF / ESI is not submitted to the Port in the subsequent month, the amount due to be remitted shall be withheld by the Port from the Contractor's bill.
- v. Any interest or penalties payable to EPF / ESI Authorities due to the default of the Contractor, the same shall be adjusted against any dues payable to the Contractor or from Performance Security / Security deposit.

#### **12. Bonus Act**

- i. Contractor is required to pay bonus as per the Bonus Act to the Manpower deployed.

### **13. Contract Labour Act**

- i. The Contractor shall comply with all necessary required provisions of Contract Labour (Regulation and Abolition) Act, 1970 and 1971 as amended and rules/orders framed thereunder from time to time and shall hold valid license throughout the Contract period.

### **14. Workmen safety and Insurance**

- i. The Contractor shall alone be fully responsible for safety and security and insurance or life insurance of their personnel who are working on the operation and maintenance works. The Contractor shall wherever applicable
  - a) take out and maintain, at their own cost but on terms and conditions approved by the Port, insurance against the risks and for the coverage and at the Port's request, shall provide evidence to the Port showing that such insurance has been taken out and maintained and that the current premium has been paid.
  - b) ensure sufficient protection gears (PPE's) like safety shoes, face mask, reflectors, hand gloves, ladders, etc. by their workers while carrying out works.
- ii. The Port shall not be liable for any compensation in case of any fatal injury/death caused to or by any man power while performing/discharging their duties/for inspection or otherwise.

#### **Note:**

- a) The Contractor's attention is drawn to the provisions of the ESI Act under which insurance is available to all subscribers.
- b) Accident, life, medical insurance is also available through PM Suraksha Bima Yojana, PM Ayushman Bharath Yojana, etc.

### **15. Other statutory provisions**

- a) The Contractor shall comply with the rules of Central Excise Department, as applicable.
- b) Compliance of all statutory requirements under the various Acts / Govt. Regulations in respect of the manpower deployed will be the sole responsibility of the Contractor. This shall include all statutory payments as applicable from time to time. However, reimbursement of applicable statutory payments or any such other statutory requirements to the Contractor shall be made subject to entering into a supplementary agreement with the Port based on mutual consent and furnishing of proof of documentary evidence of

such payments to the concerned authorities for the provided manpower every month without fail and before submitting bills for the subsequent months.

- c) The Contractor is the direct employer of the manpower deployed by him at the Port under all labour legislation including Industrial Disputes Act, 1947, etc.
- d) The Contractor shall comply with all the statutory regulations that are in force and that may become applicable in future from time to time and all other matters touching this Contract agreement arising out there from.

**16.** The Contractor shall be responsible for any claim/benefit/compensation under the provisions of Industrial Disputes Act, 1947 in respect of the manpower deployed by the Contractor at Port. The manpower shall not claim any absorption/regularization of services in the Port. Undertaking from each individual deployed with recent photo shall be provided to this effect, to be submitted by the Contractor to the Port while providing the manpower for the purpose of the Contract. The Contractor shall be directly responsible for supervision and control of the manpower deployed at Port.

**17.** The Contractor shall be liable for all kinds of dues payable in respect of the manpower deployed under the contract and the Port shall not be liable for any dues for availing the services of the manpower deployed by the Contractor.

**18.** All the conditions applicable under safety code, rules for the protection of health and provision of sanitary arrangements for the manpower deployed by the Contractor and related Labour regulations shall apply to this Contract also.

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**SECTION X**  
**GENERAL CONDITIONS OF CONTRACT**

1. The Contractor being the successful bidder has agreed to the terms and conditions specified in the bid document for providing the service more specifically detailed in the **Scope of Work in Section III** of the bid document. The following General terms and conditions of this Contract shall also form part of the above mentioned tender.

2. **Consideration**

The price to be reimbursed by the Port to the Contractor for the whole of the work to be done and the performance of all the obligations undertaken by the Contractor as per the terms of the Contract Agreement shall be ascertained by the application of the rates provided and quoted by the Contractor in the above mentioned tender.

3. **Period of Contract:**

The Contract is valid for a period of Five **years** from the date of **commencement** of commercial operation.

4. **Extension of Time**

- i. The Contractor shall commence the works after being notified for award of work and shall proceed with the same with due expedition and without delay except as may, be expressly sanctioned or ordered by the **Traffic Manager** or be wholly beyond the Contractor's control. The Contractor shall maintain the rate of progress required as per schedule.
- ii. The Contractor shall be entitled subject Contractor's Claims to an extension of the Time for Completion if and to the extent that completion of work is or will be delayed by any of the following causes:
  - (a) changes ordered by the Employer,
  - (b) delay in performance of work caused by orders issued by the Employer
  - (c) delay in providing work fronts or supply of any materials or services which are to be provided by the Employer,
  - (d) exceptionally adverse climatic conditions,
  - (e) force Majeure
  - (f) other reasonable causes

- iii. If the Contractor considers himself to be entitled to an extension of the Time for Completion, the Contractor shall give notice to the **Traffic Manager** for extension of time before expiry of the period of contract with details of the hindrance(s) on account of which he desires such extension as aforesaid with documentary evidence.
- iv. If the progress of work is held up owing to circumstances which, in the opinion of the **Traffic Manager** are beyond the control of the Contractor the **Traffic Manager with approval of the Chairman may** grant to the Contractor such extension of time as he considers reasonable for the completion of the work.
- v. The execution of the work during the extended period also shall be only under the conditions and at the rate specified in the contract.
- vi. No claim shall be made by the Contractor on the grounds of executing the work beyond the completion period stipulated in the contract.
- vii. Except in case of Force Majeure, a delay by the contractor in the performance of its delivery and completion obligations shall render the contractor liable to the imposition of liquidated damages, unless an extension of time is agreed upon, by the Port.

#### **5. Non-performance of Contract/ Breach of Contract**

- i. In the event of unsatisfactory performance or non-compliance with regard to the provisions of the Contract or if any breach is committed by the Contractor of the terms and conditions of the Contract, the Port will issue notice to the contractor indicating such unsatisfactory performance or non-compliance by the Contractor, for compliance and if the Contractor fails to comply within a period of 30 days from the date of issue of notice by the Port, the Port reserves the right to terminate the contract following the procedure stated in **Para No.7** of this Section below. In such event, the Performance Security and Security Deposit will be forfeited, for the loss or damages suffered by the Port due to the breach of the Contract committed by the Contractor or its employees or the manpower deployed for the performance of the Contract.

#### **6. Malpractice or furnishing of false information**

- i. In case of suppressing of any facts or furnishing of false information or malpractice committed by the Contractor anytime during the tender process and/or during the contract period, the Port shall reject the bid in whole or

terminate the Contract Agreement. In the event of such omission, the Port reserves the right to forfeit the EMD and/or Performance Security and/or Security Deposit lying with the Port. In addition to the above, the Port may also black list or suspend or debar the Contractor from participating in future tenders, as the Port thinks deem fit.

## **7. Breach of Contract, Remedies and Termination:**

### **7.1 Breach of Contract:**

- (i) In the event of unsatisfactory performance or non-compliance with regard to the provisions of the Contract or omission or negligence or default or failure to comply with any of the conditions of contract, a breach of contract is said to have occurred by the Contractor of the terms and conditions of the Contract. In such cases, the Employer will issue notice to the contractor indicating such unsatisfactory performance or non-compliance by the Contractor, for compliance and if the Contractor fails to comply within a period of 15 days or within the time specified in the notice from the date of issue of notice, the Employer reserves the right to terminate the contract following the procedure as stated below:
  - (a) Consequent to the failure of the contractor to comply with the notice issued for non-performance / breach of contract, the Employer will issue a notice giving the contractor 15 days' time asking him to show cause as to why the contract should not be terminated.
  - (b) If no reply is received or if the reply received from the contractor within given time is found to be not satisfactory, Port will terminate the contract with immediate effect.

### **7.2 Termination of Contract for Default:**

Without prejudice to any other remedy for breach of contract, by written notice of default sent to the Contractor, the Employer may terminate the contract in whole or in part, if:

- i. The Contractor has seriously or repeatedly breached the contract including:
  - a) failure to complete the work within the time period(s) specified in the contract, or any extension thereof granted;
  - b) substantial suspension of work for more than the specified days without authority from the engineer and failure to proceed with the work within the specified days of receipt of notice from the engineer without any lawful excuse;

- c) failure to obey instructions in relation to his progress or defective work, material or plant;
  - d) failure to proceed diligently with the work;
  - e) breach of the prohibition against sub-contracting;
  - f) abandons the Contractor without reasonable cause
- ii. The contractor has committed fraud;
- iii. The contractor fails to perform any other obligation under the contract within the period specified in the contract or any extension thereof granted;

In such event,

(a) The Performance Security and Security Deposit will be forfeited, for the loss or damages suffered by the Port due to the breach of the Contract committed by the Contractor. In addition, the Employer may also black list or suspend or debar the Contractor from participating in future tenders, as the Employer thinks deem fit.

(b) The Employer will take over the site and to complete the works himself or with another contractor (risk Purchase) and using the contractor's materials, equipment, and temporary works. The Contractor shall remain liable to the Employer for any excess cost for such works and risk, if any

(c) No payment shall be released in favour of the Contractor till all the balance works are completed in all respects. After the balance works are completed, the Employer may consider payment for the items / goods that have been completed / supplied by the Contractor and accepted by the Employer after adjustment of any additional cost that have been incurred for completing the balance works and outstanding dues that due to the Contractor. However, the contractor shall continue to fulfil the contract to the extent not terminated.

### **7.3 Termination of Contract for Insolvency / Bankruptcy / Winding up, etc.:**

- i. The Employer shall be entitled to cancel / terminate the Contract before expiry of contract period, if the Contractor is declared as insolvent or bankrupt or is unable to pay its debts or makes a composition with its creditors or if a trustee, liquidator, receiver or administrator is appointed to take over the assets or the business or the undertaking of the Contractor or if a substantial portion of the assets, property, revenues or business of the Contractor is confiscated or expropriated by the Central / State Government or any governmental agency or third party or if the law relating to

the sick companies applies to the Contractor or the Contractor is dissolved or wound up or if an order shall be made or an effective resolution is passed for the winding up of the Contractor or the Contractor is reconstituted or the business or operations of the Contractor is closed either due to disputes inter-se amongst its stakeholders or otherwise. Termination shall be effected by giving a written notice to the contractor, without compensation to the contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to Employer.

**7.4 Termination of Contract for Employer's Failure or Convenience / Foreclosure of the Contract by Port:**

- i. After placement of the contract, there may be an unforeseen situation compelling Employer to cancel the contract. In such a case, the Contract may be foreclosed by the Employer by giving 30 (thirty) days advance notice to the Contractor during the subsistence of the contract period without assigning any reasons. In such event, the Performance Security Deposit and Security deposit will be refunded to the Contractor.

**7.5 Discontinuance by the Contractor:**

If the contractor is not in a position to continue the contract, the Contractor should give 180 (Hundred and Eighty days) days in writing, prior to the proposed date of discontinuance of the contract to the Port. In such case, the Performance Security and the Security Deposit shall be forfeited.

**8.0 Conflicting relationships**

A Contractor found to have a close business or family relationship with any official of Port who is directly or indirectly related to tender or execution process of contract and who has held/is holding any post in the Port may not be awarded a contract, unless such conflicting relationship has been resolved in a manner acceptable to the Port throughout the tendering / contract execution process.

**9 Change in Constitution**

The Contractor/ Contracting entity shall not make change in the formation, constitution or composition of its business or its name without the written consent of the Port, during the existence of the Contract.

**10 Liquidated damages (LD)**



If the contractor fails to complete the work in all respects and commence operation within the time specified or within the extended time that may be allowed by the Port, the contractor shall pay or allow the Board to deduct a sum equivalent to 1% a week or part thereof on the total value of the contract subject to a maximum of 10% of the total value of contract as Liquidated Damages as the case may be during which the work shall remain unfinished. Such damages will be deducted from any money due or become due to the contractor. The payment of such damages shall not relieve the contractor of his obligations to complete the work or from any other of his obligations or liabilities under this contract.

#### **11 Confidentiality**

The Contractor and the manpower deployed as per the terms and conditions of this Contract for performance of the rights and obligations of the Contractor shall keep the data and other information of the Port confidentially during the course of work in any form during and after expiry/termination/cancellation of the contract, except that which are available in the public domain.

#### **12 Force Majeure**

- i) The term “force majeure” as employed herein shall mean including but not limited to, acts of god, war, revolt, riot, fire, flood and acts and regulations of the Government of India or any of its authorized agencies. In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by them under this agreement, the relative obligation of the affected party by such force majeure shall be suspended for the period during which such cause lasts.
- ii) Upon the occurrence of such cause and upon its termination the party alleging that it has been rendered unable as aforesaid thereby shall notify the other party immediately in writing of the alleged beginning and ending thereof giving full particulars and satisfactory proof and it cannot be claimed ex-post facto. The clause does not excuse a party's non-performance entirely, but only suspends it for the duration of the Force Majeure.
- iii) The time for performance or relative obligations suspended by the force majeure shall be extended by the period for which the cause lasts or condoned by the Port without any penalty. If the work is suspended by force majeure conditions lasting for more than

1(one) month, the Port shall have the option of cancelling the Contract in whole or in part thereof at its own discretion. Any situation of force majeure shall not be payable by the Port under any circumstances. For the period of force majeure, no amount shall be payable to the Contractor.

### **13. Damage to Property**

The Contractor shall be responsible for making good to the satisfaction of the Port, any loss or damage to any structures and properties within the Port premises. If such loss or damage is due to fault and/or the negligence or wilful acts or omission of the Contractor, his employees, agents, representatives and/or manpower deployed by the Contractor, the contractor shall make good the loss as assessed by the Port. Further, FIR, Insurance claim and other claim, etc for the system installed by the contractor shall be pursued by the contractor himself.

### **14. Indemnification**

- i) The contractor shall defend, indemnify and keep indemnified and hold the Port, its officers and employees harmless from infringement of patent, trademark, copyright or industrial design rights arising from the use of the supplied software, hardware, manpower etc. and related services or any part thereof.
- ii) The Contractor shall defend, indemnify and keep indemnified and hold the Port, its officers and employees harmless from any and all claims, demands, injuries, damages, costs, charges, compensation, losses, expenses, proceedings or suits including attorney fees, arising from any breach or default in the performance of any obligation on the Contractor's part to be performed under the terms and conditions of this Contract or arising from any negligence of the Contractor, or any of its agents, or its employees or the person provided for the purpose of this Contract or non-fulfilment/ non-adherence/ non-compliance of any statutory provisions which is as per law the contractor is required to comply with. The provisions of this section shall survive even after the expiration or termination of this Agreement.

### **15. Changes in terms of a concluded Contract**

No variation in the terms of a concluded contract can be made without the consent of the parties.

### **16. Identity Cards/Entry Passes/Uniforms**

- i. The contractor should arrange for providing identity cards/Harbour Entry Permit to his representative and manpower deployed under this Contract. All such deployed manpower shall wear the identity card at all times while at Port premises and on duty.
- ii. Harbour Entry Permit for the man power deployed by the contractor shall be issued at free of cost.

#### **17. Accident or injury to workmen**

The Port shall not be liable for any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or any other person in the employment of the Contractor and the Contractor shall indemnify and keep indemnified the Port against all such damages and compensation and against such claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

#### **18. Dispute Resolution**

- i) Except as otherwise provided elsewhere in the Contract, if any dispute, difference, question or disagreement or matter whatsoever, arises, before/after completion or abandonment of work or during extended period, between the parties, as to the meaning, operation or effect of the contract or out of or relating to the contract or breach thereof, the same shall be referred to the Traffic Manager, V.O.Chidambaranar Port Authority, Tuticorin.
- ii) In case, the dispute is not resolved, the same shall be referred to the committee headed by Deputy Chairman and other members to be nominated by Chairman, VOCPA.
- iii) If the dispute remains unresolved, the same shall be referred to the Chairman, VOCPA whose decision, in this regard, is final and binding on both the parties to the contract.

#### **19. Doubt and clarifications**

In case of any doubts on the terms and condition of the tender, the same may be referred to the Traffic Manager, V.O.Chidambaranar Port Authority, Tuticorin in writing for clarification, whose interpretation shall be final and binding.

#### **20. Notice**

Any notice to the contractor shall be deemed to be sufficiently served to the Contractor directly or to any person as declared in **Form V of Annexure A**, if given or left in writing to the address or sent through e-mail ID given in response to the bid document declared

in the **Form I of Annexure A**. Responsibility to notify any change in address and/or email-id, entirely lies with the Contractor.

**21. Manpower Labour Dispute**

The Contractor shall be responsible for disputes that may arise between the Contractor and the manpower of the contractor.

**22. Joint Venture**

Joint Ventures including Consortium (that is an association of several persons or firms or companies) are not permitted to participate in this tender.

**23. Sub-contracting**

The Contractor shall not assign, transfer, pledge or sub-contract the performance or services awarded by the Port to any other party.

**24. Qualified Manpower**

The Contractor shall select the manpower after clearly understanding the scope of work, schedules, activities, specifications and requirements specified by the Port in the tender or subsequent thereon.

**25. Computer Network**

Ports existing network shall be used for communication and connectivity at free of cost. All Port Gates, Check Posts and Truck Parking Terminal are connected with OFC network. However, the last mile connectivity with system, readers and servers etc., shall be done by the contractor.

**26. Power Supply**

Port will supply power at all locations at free of cost. However, adequate power backups shall be provided by the contractor.

**27. Rooms & Building**

Port shall provide one room in the Green Gate complex, Truck Parking Terminal, Photo Pass Section and Zone 'B' at free of cost. The contractor shall provide furniture, air conditioners, stationery etc.,

**28. Payment for supply of Hardware and Software as per the Scope of Work on Hire basis**

The Contractor's request for payment shall be made to the Port in writing, accompanied by invoices describing the Related Service. The Contractor shall be paid on monthly basis

as per the rate specified in the Work Order issued by the Port. The penalty for down time shall be deducted from the monthly bill.

**29. No Interest on account of delayed payments:**

Any claim for interest will not be entertained by the Employer with respect to any payment or balance which may be in their hands owing to any disputes between themselves and the Contractor or with respect to any delay on part of the Employer in making payment

**30. Applicable Law and Jurisdiction**

The contract shall be governed by and constructed according to the laws in force in India. The Contractor shall hereby submit to the jurisdiction of the courts situated at Tuticorin for the purpose of actions and proceedings arising out of this contract and the courts at Tuticorin shall have the sole jurisdiction to hear and decide such actions and proceedings.

**31. Adoption**

The Contract shall be governed by the provisions or amendments or clarifications of Major Port Authority Act 2021, Indian Ports Act, 1908, Manual for Procurement of Consultancy & Other Services 2017, etc. and any other relevant Acts and directives issued by the Government of India from time to time. It shall be binding upon the Contractor to comply with all such acts, rules, regulations and directives issued by the Government of India and/or others communicated by the Port from time to time.

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**SECTION XI**  
**SPECIAL CONDITIONS OF CONTRACT**

**1. Employment conditions:**

- i. **Human Resources:**Supervisors and Data Entry Operators (DEO) shall be deployed in the HEP issuance centers round the clock (24x7) to supervise and to issue Harbour Entry Permit to fulfill the KPI. Minimum 6 Supervisors and 18 Data Entry Operators to be deployed per day. Further, Technical man power including IT system support engineers & technicians shall be deployed by the contractor for maintenance and up keeping of the system. Technical team deployed for the maintenance of HEP system shall be capable to handle the technical issues / enhancements / changes etc., as per Port requirements in HEP system.
- ii. The Contractor shall ensure to get the C&A verification by police for all the manpower deployed by him and the contractor should ensure that the manpower deployed should bear good moral character. The contractor should submit the valid Identity proof such as Aadhar card, PAN card / Voters ID etc., of the manpower deployed by him.
- iii. The attendance details for manpower deployed shall be maintained by the Contractor himself at the duty spot identified by the Traffic Manager and the details of the same should be furnished along with the monthly bill to the Port, along with proof of bank statement of the deployed manpower for having disbursed the salary the 1<sup>st</sup> month and for the subsequent month.
- iv. The Contractor upon receipt of written notice from the Port, at any time during the currency of contract shall replace the manpower deployed by him, without requesting any reasons for such replacement, who is found to be incompetent to handle the assigned work or for any other reasons including but not limited to security risk, conflict of interest or breach of confidentiality or misconduct like insubordination, indiscipline, disobedience, fraudulent, negligence, etc.
- v. The manpower deployed by the contractor shall not claim any Master and Servant relationship or employer and employee relationship against this Port.
- vi. The Contractor shall be solely responsible for redressing the grievances, requests and other issues of the deployed manpower and the Port shall not be made responsible for settlement of such issues.

- vii. The Contractor shall be responsible for the medical and other related claims of the deployed manpower and no such claim shall be made to the Port.
- viii. If any manpower deployed by the Contractor is absent beyond 5 days on maternity leave /accident, etc under ESI scheme it is the responsibility of the contractor to deploy suitable substitute.
- ix. On request of the Contractor, the Port may provide quarters, subject to availability and such other conditions that the Port may impose from time to time.

## **2. Working Hours**

- i) The working hours for the manpower deployed by the Contractor will be 8 hours with half-an hour lunch break and wherever required staggered duty/shift duty/night duty for 8 hours shift will be adopted. The service of the manpower deployed by the Contractor should be prepared to work in shifts as may be required.
- ii) The Contractor must ensure proper attendance and proper weekly off of the manpower deployed. The Contractor shall be fully responsible for providing weekly off to the manpower deployed. If the contractor deploys the same manpower on consecutive shifts or without weekly off, it will be the responsibility of the Contractor to pay extra wages, if any. The manpower deployed on essential services can avail three national holidays and five festival holidays in a year.
- iii) The manpower deployed shall report on time and if late an allowance of 10 minutes will only be allowed upto three occasions in a month, failing which, for every two days of late coming, half a day's wages will be deducted.
- iv) Usage of mobile phone by the manpower deployed during working hours is strictly prohibited and if found using, appropriated action, as deemed fit, shall be taken by the concerned Head of Department.
- v) When the manpower deployed proceeds on leave or absents himself/herself, it will be the prime responsibility of the contractor to deploy a suitable substitute. The Contractor shall deploy replacement of manpower, in such cases, so as to ensure adequate staff. If the Contractor does not make alternate arrangement within a maximum period of one day, a penalty, at double the rate of wages shall be deducted per day per person absent from the Contractor's bill, for such absence.

## **3. Payment details:**

- i) The Contractor shall disburse the monthly wages to the manpower deployed by him on or before 7<sup>th</sup> of every succeeding month which in any case shall not be less than the minimum wages prescribed by the Central or State Government, whichever is higher for the respective category (skilled). As and when minimum wages is revised the contractor shall pay at revised rate of wage to the manpower deployed and claim for reimbursement from the Port duly providing documentary proof for such revision and payment disbursed. The wage should be paid by the Contractor only through bank (Jan dhan yojana account) to the manpower deployed by him.
- ii) The pay slips shall be issued to the manpower deployed by the Contractor for every month one day before the date of payment.
- iii) If the Contractor fails to pay wages to the deployed manpower within the stipulated date, the Port shall serve a notice to the Contractor for disbursement of wages. Even after issuing notice to the Contractor, if he fails to provide the proof of having paid the wages due and/or reply to the notice, within 3 working days from the date of issue of notice, the Port shall make the payment to the manpower deployed by the contractor and deduct the said amount from the performance security / security deposit/ any other payment to be made to the Contractor.
- iv) In the event of such default of payment of wages by the Contractor, a penalty of 15% of the said wages shall be levied and deducted by the Port from the Performance Security / Security deposit/ any other payment to be made to the Contractor. In case of continued default, the Contract will be terminated by the Port.
- v) The Contractor should submit the bill every month along with the Attendance of Supervisors & DEOs and Hardware & Software Down Time Report certified by the Traffic Department. Otherwise, the bill will not be considered for making payment.
- vi) The monthly payment will be made on pro-rata basis after necessary deduction, if any, in terms of absence of manpower and down time of Hardware / Software / Equipments.
- vii) The monthly payment will be released to the Contractor by the Port through e-Payment to the bank account details furnished by the Contractor in the bid document.
- viii) No claim for the payment from the Contractor shall be entertained after the lapse of three years of arising of the claim. Port shall reimburse the salary of 18 DEO's and 6 supervisors only.



**SECTION XII**  
**ANNEXURES AND FORMS**

**ANNEXURE A**

**QUALIFICATION AND RESPONSIVENESS INFORMATION**  
**LIST OF DOCUMENTS TO BE ENCLOSED**

All bidders shall include the following information with their bids by scanning the relevant documents after being filled, signed with seal and serially numbered by the Bidder. The above shall be uploaded using their user-id and password in the E-tender portal on or before the last date of submission of tender mentioned in the NIT towards Part I (Cover I) – Techno-commercial bid.

**PART I (COVER I) – TECHNO-COMMERCIAL BID**

<b>Sl.No</b>	<b>Qualification Documents to be uploaded</b>	<b>Uploaded Page Ref No.</b>
1.	Notice Inviting Tender (NIT)	
2.	Form I – Bidder's Bid cover letter	
3.	Form II – Transaction details for remittance of Earnest Money Deposit (as per Para No.14 of Section V)	
4.	Form III – Financial capability [as per Section VI(C)] Copies of the Income tax return, Profit & Loss statement and Balance sheet duly certified by the Chartered Accountant	
5.	Form IV – Similar Work Experience [as per Section VI(B)] Copies of Work order and completion certificate issued by any Central / State Government / Autonomous bodies / PSEs/PSUs / Nationalised Banks / Public Limited or Private Limited Companies, etc., as provided in Section VI	
6.	Form IV A – Experience / Completion / Performance certificate [as per Section VI A]	
7.	Form IV B – Details of TDS certificate (if applicable) [as per Section VI B Note (iii)]	
8.	Form V – Declaration of Authorized Representative of the bid [as per Para No.10 of Section V]	
9.	Form VI – Declaration of litigation and Blacklisting [as per Section VII (1) (vi)]	
10.	Form VII – Certificate of no deviation in the Tender Conditions [as per Para No. 3 V of Section V]	
11.	Form VIII – Declaration & Undertaking by the bidder who is claiming exemption from payment of EMD based on any Central/State Government Certification. (if applicable) (as per Para No.14(viii) of Section V]	

12.	Form IX – Declaration by the Bidder [as per Para No. (11) of Section V]	
13.	Form X –Bank Mandate Form (Bank account details of the bidder)	
14.	Form XI – Integrity Pact	
15.	Form XII- Tender Acceptance Letter	
16.	Form XIII Data Non-Disclosure Agreement	
17.	Copies of original registration certificate documents incorporating the legal entity and defining the constitution or legal status, place of registration and principal place of business	
18.	Copy of GST registration certificate and GST TDS certificate	
19.	Copy of PAN Card	
20.	Copies of	
	1. EPF registration certificate,	
	2. ESI registration certificate,	
21.	Total number of the pages uploaded by the bidder (mention the page no. starting from to end)	
	1. Starting page no.	
	2. Ending page no.	
	3. Total number of pages	

**(Fill the page numbers where the documents have been uploaded in the table provided above)**

\*The above qualification documents to be uploaded list is subject to changes as per the requirement of the concerned department

Place: .....

Date: .....

Signature and seal of the Authorized  
Representative of Bidder

**BIDDER'S BID COVER LETTER**

1. Registered Business Name :
2. Registered Business Address :
3. Name, Designation & address of the  
Contact person to whom all references :  
shall be made regarding this tender
4. Telephone/ Mobile No :
5. E-Mail id :

To  
The Traffic Manager  
Traffic Department,  
V.O.Chidambaranar Port Authority,  
Tuticorin – 628 004,

Sub: .....

Ref: Tender No. **TRA-New RFID 2023- e-File No. 1151 Dt.19-04-2023**

Sir,

1. We hereby apply to be qualified for the tender invited by the V.O.Chidambaranar Port Authority, Tuticorin as a bidder for the work “.....”
2. We hereby give our consent to the Port or its authorized Representatives to conduct any investigations to verify the statements, documents and information submitted and to clarify the financial and technical aspects of this application. For this, we hereby authorize (any Public Official, Engineer, Bank, Depository, Manufacturer, Distributor, etc.) or any other person or firm to furnish pertinent information deemed necessary and requested by the Port to verify statements and information provided in this application or regarding our competence and standing.
3. We the undersigned have read and examined in detail the bid document in respect of work intended and do hereby express our interest to execute the intended work.
4. We certify that software, hardware, equipments and services offered shall be best quality and the manpower who shall be deployed for the work who are competent enough and have necessary qualification and experience for taking up this assignment.
5. The names and positions of persons who may be contacted for further information, if required, are as follows:
  - a) For Technical: Shri/Smt ..... (Name, position, Address, contact number and email id)
  - b) For Financial: Shri/Smt ..... (Name, position, Address, contact number and email id)

- c) For Personnel: Shri/Smt ..... (Name, position, Address, contact number and email id)
6. We declare that the statements made and the information provided in the application are complete, true and correct in every detail.
7. We understand that V.O.Chidambaranar Port Authority reserves the right to reject any application without assigning any reasons.

Thanking you,

Respectfully,

Place:Tuticorin-4

Date: \*.\*.2023

Signature and seal of the Authorized  
Representative of Bidder

**FORM II**

**Transaction details for remittance of Earnest Money Deposit (EMD)**

The bidder shall provide the details of remittance of Earnest Money Deposit (EMD) as per Para No.14 of Section V of the bid document as follows

<b>Sl.No</b>	<b>Unique Transaction Reference (UTR) No.</b>	<b>Date of transfer</b>	<b>Amount (in INR)</b>	<b>Uploaded page No. reference</b>
1				

**(To be in the Firm's letter head)****FINANCIAL CAPABILITY**

A. The details of Summary of Annual Turnover of the Bidder on the basis of the Audited Balance Sheet for the last three financial years shall be given as under

<i>Sl.No.</i>	<i>Financial year</i>	<i>Total Turnover</i>	<i>Uploaded page no. reference</i>
01	Year 2020 – 2021	Rs.....	
02	Year 2021 – 2022	Rs.....	
03	Year 2022 – 2023	Rs.....	

Note: The Profit & Loss statement and Balance sheet to be uploaded shall be duly certified by the Chartered Accountant.

Yours faithfully,

(Signature of Authorized Person)

Place: .....

Name .....

Date: .....

Designation .....

Business Address:

.....

Seal .....

B. Furnish source of credit line to meet the cash flow demands till overall completion of the order

<b>Sl.No.</b>	<b>Source of Credit Line</b>	<b>Amount</b>

C. Income Tax and GST details

D. Permanent Account Number (PAN)

E. Copy of latest Income Tax clearance certificate

F. Solvency certificate issued by the Banker and valid till the validity of the offer

**SIMILAR WORK EXPERIENCE**

The Bidders experience in similar work carried out each in any Central / State Government / Autonomous bodies / PSEs/PSUs / Nationalised Banks / Public Limited or Private Limited Companies, etc., for evaluating the Eligibility Criteria for pre-qualification to be provided using the format as below in compliance with **Section-VI** of the Bid document as on.....(date)

**Details of Similar Work Experience**

Sl. No	Name of work	Value of work executed (in Rs.)	Work order reference No.	Contract period		Date of completion certificate	Name and address of the Client	Uploaded page no. reference
				Commencement	completion			
1								

Note:

1. The copies of the documents containing above information like work order and completion certificate have to be uploaded duly self-attested in the format provided in form IV (A).
2. In case of experience other than Central / State Government / Autonomous bodies / PSEs/PSUs/ Nationalised Banks / Public Limited Companies, the bidder has to submit TDS certificate for the past experience to be uploaded, as provided in form IV (B), only then the experience will be considered.

Yours faithfully,

(Signature of Authorized Person)

Place: .....

Name .....

Date: .....

Designation .....

Business Address: .....

.....

Seal .....

**EXPERIENCE / COMPLETION /PERFORMANCE CERTIFICATE**

***(To be issued in the Company's official letter head, sealed and signed by the Official who had issued the work order / hisequivalent or his superiors)***

This is to certify that M/s ----- awarded the contract -----  
and executed in this organization as per the details furnished below

1. Name of the work :
2. Work order number/ agreement number and date:
3. Date of commencement of execution of Contract:
4. Date of completion of Contract:
5. Date of extension, if any:
6. Value of the Work:
7. Scope of Work:
8. Executed value:
9. Period of contract:
10. Performance of the Contractor : Satisfactory/ Not Satisfactory
11. Whether any penalty is imposed:
12. Actual payment made:

(Signature)

Place: .....

Name .....

Date: .....

Designation .....

Organization with Address.....

.....

Seal .....

Note:

- (i) Furnishing the information in the format is preferable
- (ii) However, certificates(s) submitted in any other format should contain all the required information as in the Form IV A



**FORM – IV (B)**

**(To be in the Firm's letter head)**

**DETAILS OF TDS CERTIFICATE**

In case of experience other than Central / State Government / Autonomous bodies / PSEs/PSUs/ Nationalized Banks / Public Limited Companies, the bidder has to provide the details of the TDS certificate in the form provided below and shall submit TDS certificate for the past experience to be uploaded, only then the experience will be considered.

Sl. No	Name of work	Value of work executed (in Rs.)	Work order reference No.	TDS Certificate		Name and address of the Client	Uploaded page no. reference
				No.	Amount		
1							

Yours faithfully,

(Signature of Authorized Person)

Place: .....

Date: .....

Name .....

Designation .....

Business Address: .....

.....

Seal .....

**DECLARATION OF AUTHORISED REPRESENTATIVE**

**(To be provided in non-judicial stamp paper with denomination not to be lesser than Rs.100/-)**

(Separate Forms to be submitted for each Signatory with details of Proprietor or Partner or Managing Director)

I/We,..... (Name)being the (Partners/Karta/Managing Directors and whole time Director/Members of Managing Committee of Associations/Board of Trustees etc.) of ..... (Name of the Bidder), hereby solemnly affirm and declare that the ..... (Authorised Signatory) is hereby authorized, vide Resolution No..... dated..... (Resolution Date) (copy submitted herewith), to act as an authorized signatory for the business..... (Name of the Bidder) for which submission of bid is being filed under the tender. All his actions in relation to this tender will be binding on me/us.

Signature of the person competent to sign

Name:.....

Description:.....

Name of the Business Entity:.....

**Acceptance as an Authorized Signatory**

I (Authorised Signatory)hereby solemnly accord my acceptance to act as authorized signatory for the above referred business and all my acts shall be binding on the business.

Signature of Authorised Signatory

Name:.....

Description:.....

Place:.....

Date:.....

**Note:**

1. For the purpose of this tender and the Agreement, the tender, forms, Agreement and other documents shall be signed only by the persons, who are themselves in a position to undertake the work and possessing all other resources required for the purpose. The

tender shall contain the name, residence and place of business of the person or persons submitting the tender and shall be signed by the Bidder with his usual authorized representatives followed by the name and Description of the person signing the document along with a copy of the partnership deed. A copy of the constitution of the firm with the names and addresses of all the partners shall be furnished.

2. Tender by a corporation shall be signed in the name of the corporation by a duly authorized representative, and a power of attorney in that behalf shall accompany the tender. In the case of company, a copy of the Memorandum and Articles of Association shall be furnished.
3. Tenders may be submitted by agents on behalf of their principals, but in such cases the Board reserves the right to enter into contract with the principals, Director, with the principals and agents jointly as deemed appropriate.

**DECLARATION ON LITIGATION AND BLACK LISTING**

**Declaration to be issued on the official letter head stating the following that**

**WE DECLARE THAT:**

1. We have/ have not been involved in any litigation for the past five years that may have an impact of affecting or compromising the delivery of service as required under this tender.
2. Information regarding any litigation and arbitration against the Port during the past five years prior to the date of publication of NIT, the parties concerned and disputed amount is as given below
  - 1.-----
  - 2.-----
3. We are not black listed or debarred in the last three years from providing service by any Central / State Government / Autonomous bodies / PSEs/PSUs / Nationalised Banks / Public Limited or Private Limited Companies, etc.,in India.

Yours faithfully,

(Signature of Authorized Person)

Place: .....

Name .....

Date: .....

Description .....

Business Address: .....

.....

Seal .....

**Witness with signature**

1) Name & Address

2) Name & Address

.....

.....

.....

.....

.....

.....

**CERTIFICATE OF NO DEVIATION**

This is with reference to Tender No..... for **“Supply, Installation, Testing, Commissioning Operating, Manning and Maintenance of RFID based Access Control System on Hire Basis with necessary hardware & software complete with all cabling at all entry/exit gates in Port premises including Comprehensive Maintenance (inclusive of warranty) for a period of 5 years” in V.O.CHIDAMBARANAR PORT AUTHORITY”**

I/We,..... (Name of the Bidder / Authorised Representative of the Bidder) of M/s..... (Name of the organisation), hereby certify that there is no deviation from the Tender conditions either technical or commercial or tender enquiry and I/We am/are agreeing to all the terms and conditions mentioned and comprised in relation to the above mentioned Tender.

Yours faithfully,

(Signature of Authorized Person)

Place: .....

Date: .....

Name .....

Description .....

Business Address: .....

.....

Seal .....

Witness with signature

1) Name & Address

.....  
.....  
.....

2) Name & Address

.....  
.....  
.....

**FORM VIII**

(To be in the Company letter head)

Date:.....

**Declaration & Undertaking by the Bidder who is claiming exemption from payment of EMD based on any Central/State Government Certification**

Sl. No.	Particulars	Details
1	Is your organization Proprietary / Partnership / Private Limited Company / Public Limited Company / Others	.....
2	Does your organization belong to Micro / Small / Medium scale Industry / Start-ups/ others (Please tick mark appropriate box. If bidder is Startup & MSE, then please tick mark both)	<ul style="list-style-type: none"><li><input type="radio"/> Micro</li><li><input type="radio"/> Small Scale</li><li><input type="radio"/> Medium</li><li><input type="radio"/> Startup Company</li><li><input type="radio"/> Others</li></ul>
3	Whether Manufacturer for the tendered items (supply) / Service Provider for the tendered services as per MSE certification. (Please tick mark the appropriate)	<ul style="list-style-type: none"><li><input type="radio"/> Manufacturer for supply items</li><li><input type="radio"/> Service Provider for services</li><li><input type="radio"/> Trader/reseller/authorized agent/ distributor/manpower services</li><li><input type="radio"/> Non MSE Bidder</li></ul>
4	Attach the copy of the certificate	<input type="radio"/>

**Note:**

The above details are furnished only for the purpose of claiming exemption from Earnest Money Deposit (EMD).

**Declaration:**

We declare that the above details are true. In case any of the details are found to be false/untrue, our offer will be liable for rejection /cancellation of order/ subjected to appropriate actions as per tender Terms & Conditions.

Authorized Signatory  
(With Company Seal & Signature)

**DECLARATION BY THE BIDDER**

(To be provided in 100 Rs Stamp Paper)

To

The Chairman,  
V.O.Chidambaranar Port Authority

I/We M/s..... represented by its Proprietor / Managing Partner / Managing Director having its Registered Office at and do declare that I/We have carefully read all the conditions of tender with NIT No....., dated ....., “Supply, Installation, Testing, Commissioning, Operating, Manning and Maintenance of RFID based Access Control System on Hire Basis with necessary hardware & software complete with all cabling at all entry/exit gates in Port premises including Comprehensive Maintenance (inclusive of warranty) for a period of 5 years” at V.O.Chidambaranar Port Authority for five years. Further I/we confirm our eligibility for this tender and quoted as per the tender condition and Governing laws of India, in case of typographical error found in submitted documents/affidavits/declarations, in this case we accept all the Terms and conditions of bid documents and hereby confirm as under.

1. I/We have not made any counter conditions stipulation and conditions and I/We agree that in the event of any such counter conditions my/our tender will be summarily rejected and such offer will not be evaluated and considered at all by you.
2. I/We do hereby declare that we have not been blacklisted/ debarred by any Central / State Government / Autonomous bodies / PSEs/PSUs / Nationalised Banks / Public Limited or Private Limited Companies, etc., from taking part in the tendering process.
3. I/We have not made any payment or illegal gratification to any person/authority connected with the tendering process so as to influence the tendering process and have not committed any offence under the Prevention of Corruption Act in connection with the tender.
4. I/We hereby declare that, all information furnished by me/us with this tender is true to best of my/our knowledge, belief and in case, if it is found that, the information furnished is not true or partially true or incorrect, I/We agree that my/our tender shall be summarily rejected without prejudice to the right of the Board of Trustees of Port of V.O.Chidambaranar Port Authority to take further action in to the matter.

Witness's

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Tel. No: \_\_\_\_\_  
Mobilenos.: \_\_\_\_\_  
Date: \_\_\_\_\_

Bidder's

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Tel. No: \_\_\_\_\_  
MobileNo: \_\_\_\_\_  
Date: \_\_\_\_\_

**BANK MANDATE FORM**

1. Name of the company :
2. Status :
3. Bank Name, Address & Branch :
4. IFSC Code :
5. MICR Code :
6. Branch Code :
7. Name of the Authorised Person :
8. Signature of the authorised person  
as per Bank :
9. E-Mail ID of Authorised the Person :
10. Contact No. Landline/Mobile :

Copy of cancelled cheque may be enclosed if Bank signature not obtained.

Name & Seal of the  
Bank with Date



**INTEGRITY PACT**

Between

The Board of V.O. Chidambaranar Port Authority, a body corporate under Major Port Authority Act, 2021, represented by its Traffic Department having its office at Administrative building, V.O. Chidambaranar Port Authority, Tuticorin – 628 004 (herein after referred to as the 'Board' which expression shall unless excluded by or repugnant to the subject or context be deemed to include the successor in office) of the one part

And

M/s....., (a partnership firm / proprietorship firm / company registered under the laws of India) having its place of business at ..... represented by its ..... Shri....., s/o..... (hereinafter referred to as 'Contractor' which expression shall, unless excluded by, or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and assigns or his successors in office) of the other part

**PREAMBLE**

The Port intends to award, under laid down organizational procedures, contract/s for **Supply, Installation, Testing, Commissioning, Operating, Manning and Maintenance of RFID based Access Control System on Hire Basis with necessary hardware & software complete with all cabling at all entry/exit gates in Port premises including (inclusive of warranty) Comprehensive Maintenance for a period of 5 years”AT V.O.CHIDAMBARANAR PORT AUTHORITY”** vide NIT No. .... dated 19-04-2023. The Port values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness /transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Port will appoint an Independent External Monitor (IEM) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1 – Commitments of the Port**

1. The Port commits itself to take all measures necessary to prevent corruption and to observe the following principles
  - a) No employee of the Port, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

- b) The Port will, during the tender process treat all Bidder(s) with equity and reason. The Port will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - c) The Port will exclude from the process all known prejudiced persons.
2. If the Port obtains information on the conduct of any of its employees which is a criminal offense under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Port will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

## **Section 2 – Commitments of the Bidder(s)/ contractor(s)**

1. The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - a) The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Port's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b) The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Port as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d) The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
  - e) The Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to the IEM and shall wait for the decision in this matter.

2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offenses outlined above or be an accessory to such offenses.

### **Section 3 – Disqualification from tender process and exclusion from future contracts**

1. If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility in question, the Port is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or terminate the Contract, if already signed, for such reasons mentioned above.
2. If the Bidder / Contractor have committed a serious transgression through a violation of Section 2 such as to put reliability or credibility into question, the Port is entitled to exclude the Bidder / Contractor from participating in future tender processes. The imposition of such duration of exclusion shall be determined based on the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder / Contractor and the amount of the damages. The exclusion may be imposed for a period of minimum 6 months to the maximum of 3 years. In such cases, the decision of the Port shall be final.

### **Section 4 – Compensation for Damages**

1. If the Port has disqualified the Bidder(s) from the tender process prior to the award of contract according to Section 3, the Port is entitled to demand and recover the damages equivalent to 2% of the tender value. (EMD)
2. If the Port has terminated the contract according to Section 3, or if the Port is entitled to terminate the contract according to Section 3, the Port shall be entitled to demand and recover from the Contractor liquidated damages amount equivalent to 5% of the contract value.
3. If the Bidder / Contractor can prove that the exclusion of the Bidder / Contractor from the tender process or the termination of the contract has caused no damage or less damage than the amount of the above mentioned liquidated damages, the Bidder / Contractor has to compensate only to the extent of damages caused due to the act of the Bidder / Contractor. However, if the Port can prove that the amount of the damage caused due to the disqualification of the Bidder / Contractor before the award of contract or after the termination of the contract is higher than the amount of the liquidated damages claimed, the Port is entitled to claim more compensation for the equivalent to the higher amount of damage.

### **Section 5 – Previous transgression**

1. The Bidder declares that no previous transgressions occurred in the last 3 (three) years with any other Company in any country conforming to the anti-corruption approach or with any Central / State Government / Autonomous bodies / Public Sector Enterprises in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

### **Section 6 – Equal treatment of all Bidders/Contractors/Subcontractors**

1. The Bidder(s) / Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact and to submit it to the Port before signing of the Contract.
2. The Port will enter into agreements with identical conditions as this one with all Bidders and Contractors.
3. The Port will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

### **Section 7 – Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)**

If the Port obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Port has substantive suspicion in this regard, the Port will inform the same to the Chief Vigilance Officer.

### **Section 8 – Independent External Monitor / Monitors**

1. The Port appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the Chairman of the Board of the Port.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Port including that provided by the Contractor. The Contractor 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.

4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality. The Monitor has also signed a declaration on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman of the Port and rescue himself/herself from that case.
5. The Port 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 Port and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Chairman of the Port and request the Chairman to discontinue or take corrective action or to take other relevant action. The Monitor can in this regard submit non binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the Chairman of the Port within 8 to 10 weeks from the date of reference or intimation to him by the Port and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the Chairman of the Port, a substantiated suspicion of an offense under relevant IPC / PC Act or Anti-Corruption Laws of India, and the Chairman of the Port has not, within the reasonable time taken visible action to proceed against such offense or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word '**Monitor**' would include both singular and plural.

## **Section 9 – Pact Duration**

1. This Pact begins when both parties have legally signed it. It expires for the Contractor in 12 months after the last payment under the Contract Agreement, and for all other Bidders in 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

2. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairman of the Port.

#### **Section 10 – Other provisions**

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the location of the Office of the Port, i.e. Tuticorin.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Issues like Warranty / Guarantee etc., shall be outside the purview of IEMs.
6. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

.....  
(For & on behalf of the Port)

.....  
(Office Seal)

.....  
(For & on behalf of the Bidder/Contractor)

.....  
(Office Seal)

Place: .....

Date: .....

#### Witness with signature

1) Name & Address

.....  
.....

2) Name & Address

.....  
.....

**TENDER ACCEPTANCE LETTER**

(To be printed on company letterhead and filled, signed, and uploaded)

To  
The Traffic Manager  
V.O.Chidambaranar Port Authority  
Tuticorin-4

Sir,

Subject: “-----

Tender reference No. -----

1. I/We have downloaded/obtained the tender document(s) for the above-mentioned tender/work from the website, namely <https://etenders.gov.in/eprocure/app>, as per your advertisement given in the above-mentioned website(s).
2. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from Page No. to (including all documents like annexure(s), schedules(s), etc., which form part of the contract agreement and I/we shall abide hereby and agree the terms /conditions /clauses contained therein.
3. The corrigendum(s) issued from time to time by V.O.Chidambaranar Port Authority for the above subject work has also been taken into consideration while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/ corrigendum (s) in its totality /entirety.
5. I/We do hereby declare that our firms have not been blacklisted/ debarred by any Govt. Department/ Public sector undertaking.
6. I / We certify that all information furnished by me/ us is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then V.O.Chidambaranar Port Authority shall without giving any notice or reason therefore, summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full earnest money deposit absolutely

Yours faithfully,

(Signature of the bidder with official seal)

Note: If the firm has been blacklisted or debarred or banned or delisted by any Government or Quasi-Government Agencies or Public Sector Undertaking in India, then the same should be declared properly after modifying the sentence, suitably.

**DATA NON-DISCLOSURE AGREEMENT**

(To be printed on company letter head and filled, signed, and uploaded)

To

The Traffic Manager

V.O.Chidambaranar Port Authority

Tuticorin-4

Sir,

Subject: “-----

Tender reference No. -----

1. I/We hereby acknowledge and agree that in connection with this Agreement, hereby agrees not to disclose any Confidential Information to any third party and not to use any such Confidential Information for any purpose other than as strictly required for performance under this Agreement. All such Confidential Information is and shall remain the exclusive property of the disclosing Party and no license shall be granted or implied with respect to such Confidential Information by reason of the other Party’s access to such Confidential Information. We agree to protect the proprietary information of the VOC Port with the same standard of care and procedures used to protect its own proprietary information of similar importance but at all times using at least a reasonable degree of care.

2 We undertake precautions such as is sufficient to enable it to comply with all the terms hereof and to ensure similar compliance thereof by each such employee / personnel and which binds each such employee / personnel to maintain complete and effective secrecy and confidentiality regarding any and all information whatsoever pertaining to the other Party which comes to their knowledge in the course of undertaking any work or services in pursuance of this Agreement.

3. **Disclosure:** We shall not disclose the information of any cardholder or any information whatsoever relating to any Transactions to any other person or otherwise use any information acquired by it in relation to the cardholders other than for the purposes of this Agreement. Provided however that any information required to be disclosed by any order of a court or regulatory authority of competent jurisdiction may be disclosed to such court or regulatory authority to the extent specified in the order and shall keep the other party informed about the disclosure.

4. **Security:** We shall ensure that there are proper encryption and security measures at respective Websites to prevent any hacking into the information of the cardholder. Any security



lapses/threat caused by the API provided in HEP system, we shall be the whole responsible for such causes/disaster. Further, any loss of data which affects the database of VOC Port through the API, we shall be the whole responsible for such causes/disaster.

**5. Electronic Communication:** In processing the Transactions, we shall be entitled to rely upon all electronic communications, orders sent in the Port's specified format to us. We shall not act on any electronic communications, orders or messages received on-line from the Port or the Port User which do not properly utilize the Port's specified format and security measures as may be applicable from time to time.

**6. Security Requirements:** In availing the Services, the Parties declare, assure and undertake to abide by the relevant security standards/ regulations/ requirements/guidelines which would be applicable to the conduct of the Transactions contemplated under this Agreement, including, without limitation,

(a) regulatory provisions as may be applicable from time to time,

(b) security measures and resultant hardware/ software upgrade consequent upon upgrade of Port's systems and procedures with a view to ensuring security of Transactions,

(c) maintenance, protection, confidentiality, and such other requirements with respect to transaction data as may be imposed by any regulatory or standards authority, as applicable, and any modifications to or replacements of such programs that may occur from time to time

Yours faithfully,

(Signature of the bidder with official seal)

**CONTRACT AGREEMENT FORM**

This AGREEMENT is made on this ..... day of .....Month of..... Two Thousand ..... (....., 2023) between

The Board of V.O. Chidambaranar Port Authority, a body corporate under Major Port Authority Act, 2021, represented by its ..... Shri. ...., s/o..... having its office at Administrative building, V.O. Chidambaranar Port Authority, Tuticorin – 628 004 (herein after referred to as the 'Board' which expression shall unless excluded by or repugnant to the subject or context be deemed to include the successor in office) of the one part

And

M/s....., (a partnership firm / proprietorship firm / company registered under the laws of India) having its place of business at ..... represented by its ..... (Description) Shri....., s/o..... (here in after referred to as 'Contractor' which expression shall, unless excluded by, or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and assigns or his successors in office) of the other part

**WHEREAS** the Board of V.O.Chidambaranar Port Authority, Tuticorin is desirous of the work comprising “**Supply, Installation, Testing, Commissioning, Operating, Manning and Maintenance of RFID based Access Control System on Hire Basis with necessary hardware & software complete with all cabling at all entry/exit gates in Port premises including Comprehensive Maintenance (inclusive of warranty) for a period of 5 years**”

**WHEREAS** the Contractor has offered to execute, complete and maintain such works till handing over the Board and whereas the Board has accepted the tender of the Contractor for an amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only and

**WHEREAS** the Contractor has furnished a sum of Rs.\*\* as Earnest Money Deposit (EMD) at the time of tendering, which will be adjusted against Security deposit as stipulated in **Para No.8 of the Section VIII** of the bid document and the Security deposit will be collected by deductions from the monthly running bills, at the rates mentioned therein for the due fulfilment of all the conditions of the Contract.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this agreement words and the expressions shall have the same meanings as are respectively assigned to them in the conditions of the contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz.
  - a) Notice inviting tender
  - b) Original Tender Document
  - c) Bid Document uploaded by the bidder
  - d) Letter Acceptance
  - e) Any Correspondences and documents exchanged between the contractor and board in connection with tender/ contract
  - f) Work Order No....
3. The Contractor hereby covenants with the Board to execute, complete and maintain the work till handing over the Board in all respects in in conformity and in all respects with the provisions of this Agreement.
4. 4. The Board hereby covenants to pay the Contractor in consideration of such execution, completion, and maintenance of the work for the “Contract Price” at the time and in the manner prescribed by the Contract.

**IN WITNESS WHEREOF** the parties here into have set their hands and seals the day and year first written.

The common seal of the Board of V.O.Chidambaranar Port Authority was here into affixed and

The ..... thereof, has set his  
Hand in the presence of

V.O.Chidambaranar Port Authority

Signed and sealed by

The Contractor in the presence of

**Witness with signature**

1) Name & Address

.....  
.....  
.....

2) Name & Address

.....  
.....  
.....

**FORM OF BANK GUARANTEE**  
**(For Performance Security)**

In consideration of the Chairman representing the Board of V.O.Chidambaranar Port Authority (hereinafter called as "Port") having agreed to exempt..... (here in after called "said Contractor") from the demand, under the terms and conditions of Contract awarded with No..... on ..... made between ..... and ..... for ..... (hereinafter called " said Agreement") of Performance Security for the due fulfilment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of Bank Guarantee for Rs. .... (Rupees ..... only).

1. We,..... (hereinafter referred to as the Bank) at the request of the Contractor(s) do hereby undertake to pay to the Port an amount not exceeding Rs...../- (Rupees..... only) against any loss or damage caused to or suffered or would be caused to or suffered by the Port by reason of any breach or non-performance by the said Contractor(s) of any of the terms and conditions contained in the said Agreement.
2. We, the Banker of the Contractor do hereby undertake to pay the amounts due payable under this Guarantee without any demur, merely on a demand from the Port stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Port by reason of any breach by the said Contractor(s) of any of the terms and conditions contained in the said Agreement or by reason of the Contractor(s) failure by performing the said Agreement. 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...../-.
3. We undertake to pay to the Port any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceedings before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.
4. 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.

5. This Bank Guarantee shall be valid upto..... (“Period”). We, the Bank further agree that the Guarantee herein contained shall remain in full force and effect during the Period and that it would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Port under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the Port certified that the terms and condition of the said Agreement have been fully and properly carried out by the said Contractor's and accordingly discharges this Bank Guarantee. Unless a demand or claim under this Guarantee is made on us in writing within three months from the date of expiry of the validity of the Bank Guarantee period we shall be discharged from all liability under this Guarantee thereafter provided further that the Bank shall at the request of the Port but at the cost of Contractor(s) renew or extend this Guarantee for such further period or periods as the Port may require.
6. We, the Bank further agree the Port, that the Port shall have the fullest liberty without consent and without affecting 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 Port against the said Contractor(s) or for any forbearance, act or omission on the part of the Port or any indulgence by the Port 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.
7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
8. We, the Bank hereby undertake not to revoke this Guarantee during its currency except with the previous consent of the Port in writing.

Dated the ..... day of ..... month of 20..... at .....