### Pre Bid Meeting Queries and Clarification furnished by HDC, KoPT

Name of work: Tender for supply, installation, integration, testing, customizing,

configuring, commissioning, operating & maintaining Radio Frequency Identification (RFID) based Port Access Control & Tracking System

(PACTS), at Haldia Dock Complex, Kolkata Port Trust.

Tender No.:Ad/007/Computer/RFID/2016:: E-Tender No.: KoPT / Haldia Dock Complex/Admn.

Div/16/15-16/ET/158

SI.	Reference	Clause	Clarifications Sought/ Queries	Clarification furnished by HDC, KoPT
1	Page No.1. Schedule of tender. section-g(i)	The intending bidders should submit Earnest Money of INR 55,00,000(Rs. Fifty Five Lacs only) to HDC through ECS (RTGS/NEFT)	We would like to have Bank Guarantee instead of ECS as Rs.55 Lacs is very high amount to be paid in form of ECS.	tender condition will
2	Page No.12 Section 3	Control and limit access to authorized time & zones	What are the sizes of the zones to be created to track asset movement from one zone to another zone?	Interior Zone of Haldia
3	Page No.16	GPS based Internal Vehicle and Equipment Tracking System		Refer Annexure - VIII of Tender Document
4	Page No.13 Section 3.6	Primary RFID tagging zone	i) Who will track and trace the vehicle from Primary RFID tagging zone and ii) how much time it takes for a vehicle to transit these two points	bidder ii) It would depend on type of vehicle; the distance between two
5	Page No.13 Section 3.9	The successful bidder shall have to undertake the function of issuance of RFID based Dock Entry Permits complying with the requirement of the International Ship and Port Facility Security Code (ISPS code).	Issuance of RFID based Dock Entry Permits complying with the requirements of the	Please refer Circular dated 15.04.2004 of Directorate General of Shipping, MoS, GoI. (www.dgshipping.gov.in)
6	Page No.14 Section 3.14	Ownership	For some of the software, it could be a reoccurring license once a year, while we try to avoid these type	tender condition will

7	Page No.16 Section	Integration with Sarathi database and Vahan	reoccurring license and give permanent licenses, if any bidder proposes a software that needs renewal, will KoPT bears the cost of such licenses after expiry of the contract[10 years]?  What are these databases? Where do	Sarathi and Vahan are the two flagship
	3.22(X)	database.	we get schema? Can we understand that the integration is one way (i.e. to retrieve data from Vahan DB and Sarathi DB to PACTS?	applications of MoRTH.  This will be applicable as
8	Page 16 Section 3.22(K)	Conveniently available Pass Collection Counters including third party such as (ICDs, CFS, e-Governance Centers, Authorized Centers, etc.)	What is the process to replenish RFID cards at ICDs, CFS, e-Governance Centers.	
9	Page 16 Section 3.22 (M)	RFID based Internal Tracking of Equipment, Container, Vehicle, & Visitors within the Port premises.	How many assets are to be tagged?	Tender Document.
10	Page 16 Section 3.22(U)	Battery Assisted Passive (BAP) RFID Tags based Equipment & Asset Tracking within Port premises.	How many BAP RFID cards are needed?	Refer annexure – IX of Tender Document.
11	Page 16 Section 3.22(W)	GPS based Internal Vehicle and Equipment Tracking System	Is GPS tracking required for daily pass vehicles too?	No
12	Page 18 Section 3.23.(I-2)	The request placed by companies will also have option of alert by email, SMS, mobile alert	What is the difference between SMS alert and a mobile alert?	
13	Page 41, Minimum Guiding Technical Specification, Sr.No.A.7	Provision to scan activity of pass issue by each operator at any counter	What is "scan activity of pass issue by each operator" means?	Scan activity means each operator at any counter should have a Login Code. Super user can check the status of any counter at any time.
14	Page 44, Minimum Guiding Technical Specification, Sr.No.E	Cash Collection and Remittance features	Please explain Cash Collection and Remittance features?	As mentioned in the tender document.
15	Page 47, Minimum	Comprehensive MIS Reports & Integration Module	Please explain movement of Vehicles	As mentioned in the tender document.

	Guiding Technical Specification, Sr.No.1.15 & 1.17		beyond a defined threshold and what are reports on pass payment collections and reconciliation	
16	Page 87	Digital Signature Specification	Parameters are incorrect. Provide clarification on it	Refer Addendum
17	Page 88 Annexure- XVIII	Pass Generation Time - Service Level Agreement	SLA is to be revised because vehicles may take more time then the individuals.	tender condition will
18	Page No.9 Point No. 19	Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) are exempted from depositing Cost of Tender Document and Earnest Money having valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate	For exemption in EMD, is it require to have registered with NSIC and DIC both or it will be suffice if MSE is registered with DIC only?	
19	Page no.14 Section 3.10	Exception handling:  The bidder shall have to address the issue of vehicle / equipment breakdown inside dock en route to the permitted yard / zone, breakdown while coming from pre-hold area to dock, breach of permitted route and alteration of traffic flow to accommodate repairing of road / blockade of road for some other purpose etc. In a nutshell, the software for track & trace, which would be commissioned, must be capable of addressing all events / exceptions from the central monitoring station on-the-fly based on the movement plan of HDC-KoPT. Such plan would be dynamic in nature.	station on-the-fly based on the movement plan of HDC-KoPT. Also, What will be Frequency of alteration of traffic flow to accommodate repairing	decision for alteration of traffic flow as and when required. Historically, it has been seen that such changes happen around 5 times a

20	Page no.14 Section 3.14	Ownership	What will be payment terms for the project after completing each milestones of the project?	
21	Page no.15 Section 3.18	Tariff for Permits & RFID	Rates will be collected by HDC-KoPT or it will be collected by bidder?	By the successful bidder
22	Page no.16 Section 3.23. Point B.1	Vehicles with authorized passes will be allowed speedy entry by automatic opening of the gate barrier when the vehicle card is flashed on the RFID reader		within Dock Interior Zone.  2. Bidders are requested to survey the sites before submitting their Bid if require.  3. 24 X 7 operation of
23	Page no.18 Section 3.23. Point M.1	RFID Transceivers will be placed at various locations to capture internal movement of containers, trailers, & cargo vehicles	In the Tender Document, it is annexed "Drawing of Coverage Area and Nomenclature of Zones". However, it is not very clear viewable drawing.  Requesting you to provide the List of Location at which RFID Transceivers will be placed	tender document and the different zones were
24	Page no.19 Section 3.23. Point T.1	Integration APIs:  Multi-level APIs will be provided by PACTS supplier for integration with other systems.	•	Software (developed by

25	Page no.20 Section 3.23. Point W.1	Real time information of internal tracking of vehicles and equipment within the port should be available	It is pre assumed that GPS devices are already installed in the internal vehicles and equipment within port. Please elaborate features of the same so that software application will accordingly integrate and display Real time Information of Tracking.	installed presently; it is the responsibility of the
			technical specification	of GPS device may be
26	Page 29 Annexure - VII Price Bid	Schedule of Rates	In this Section Price bid for only RFID Tags mentioned. What about the other proposed hardware pricing equipment which are also part of solution?	
27	Page 28 Annexure VI	Documents to be Uploaded	document, not able to find document list which need to be upload for	submit information regarding make, model and compliance (Yes/No) in respect of minimum guiding specification as per
28	Page 87 Annexure XVII Minimum Guiding Technical Specifications	Digital Signature Technical Specification:  1 Standalone Kiosk with sturdy Touch screen Terminal 2 CPU & Memory suitable for Windows 8 PC requirement specifications 3 RFID card scanner	After looking these specifications, it seems that this specification is not for the Digital Signature. And it was under incorrect heading.  We preassume that this technical specification is	Please refer addendum.

		integrated	for Kiosk.	
		4 Receipt/Acknowledgement Printer Enclosed 5 UPS & Fans 6 Stainless steel body with sleek 4th Gen look, 7 Sturdy, Robust, & All Weather, Fully Protected	Correct if any	
29	Page no.8 Section 19	Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) are exempted from depositing Cost of Tender Document and Earnest Money having valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate	certificate with public safety surveillance kit & automatic number plate recognition system which covers all components as asked	
30	Page no. 11. section 2.1	Eligibility Criteria	Our request is to please accept/consider project execution certification for international project , so purchaser gets best competitive solution, which is globally used	tender condition will
31	Page 41 Annexure XVII	The system should be off-the- shelf (OTS) and ready to implement in ports. ISPS Compliance certified by registered nodal certification agency is mandatory.	covered for SOW under the said RFP. Will be	
32	Page No. 28 Annexure-VI. Point 1.	Evidence that the bidder has successfully executed similar work (order letter and successful execution certificate to be provided) as per the following:  (a) At least 3 similar Works each worth not less than INR 11.10 ( eleven point one zero)  Crores over a period of last 7 years ending on 31.12.2015 or  (b) At least 2 similar Works each worth not less than INR 13.88 (thirteen point eight eight)  Crores over a period of last 7 years ending on	9 1	Not acceded to, the tender condition will prevail.

		31.12.2015 or (c) At least 1 similar Work each worth not less than INR 22.21 (twenty two point two one) Crores over a period of last 7 years ending on 31.12.2015.	similar work as experience criteria is less than annual turnover. We request you to please amend the prequalification criteria as "at least 1 similar Work each worth not less than INR 8.00 Crores". Accordingly worth of two and three similar work can be amended.	
33	Page no.49 Access controller specification - Point No.7	The networked gate controller shall be capable of deploying AES 256 with symmetrical key encryption for all communications between the controller and host(s) system(s).	As the mentioned specification is favouring a particular make so we request you to consider AES 128 also as it would be more open & equal reliable	tender condition will
34	Page no.50 Access controller specification - Point no.17	The networked gate controller shall provide onboard Flash memory to allow program updates to be Downloaded directly via the network. The networked gate controller or network controller/reader shall provide the following minimum memory:  a. 128 MB on-board Flash memory a. b. 64 MB RAM	As here you have asked memory like 128 MB which is use for card holder & transaction storage but we have that capability to store the data i.e. cardholder up to 3 lakh & transactions up to 1 lakh so we request you to do not make it mandatory to have specific memory as we have the latest processor & fulfilling all the functional requirement in less memory.	tender condition will
35	Page no.51 Access controller specification - Point no.23	The networked gate controller shall provide the following certifications: a. UL294 Listed Access Control Unit b. UL1076 Recognized Proprietary Burglar Component c. CSA 205 d. FCC Class A e. ICES-003 Class A f. CE Mark:ENEN 301489-3, EN 55022, EN 50130-4, IEC 60950-1		

36	Page no.51	g. C-Tick AS/NZS CISPR22 h. KCC i. EMC Directive 2004/108/EC j. LVD 2006/95/EC	quality product worldwide ULC-S319 for best performance of ACS UL-294 for access control system unit UL-294B for PoE for access control system UL1076 for alarm management system CE FCC  As you are taking this	Not acceded to, the
30	Access controller specification - Point no.24 – e.	(0° to 50° C)	system for port security so we request you to take the controller at least 0 to 70°C temperature (industrial grade) so that in non AC environment it can be worked continuously	tender condition will
37	Page no. 54	Contactless RFID Reader Specifications	As you have asked the technical specifications	Not acceded to, the tender condition will prevail.
38	Page 15 Annexure II. Section 3.20	IT Infrastructure	It has been mentioned	As per Tender Document the successful bidder shall have to establish their own reliable and fail safe network.

	ı	T	T -	<u> </u>
			port. In further	
			discussion it was	
			inferred that this	
			network is not required.	
			Please confirm.	
39	Page 10	Physical Security at HDC-	The physical security of	Technical Specification
	Annexure II.	KoPT	HDC-KoPT is the	shall be as per tender
	Section 1.3		responsibility of the	document.
			Central Industrial	
			Security Force (CISF).	
			So any technical	
			specifications from	
			CISF for images,	
			analysis, data display	
			at gates and monitors	
			can be briefed	
40	Page 12	Objective of the Project	In section 3.1 it has	As mentioned in the
	Annexure IV.		been mentioned that	tender document.
	Section 3.1		congestion will be	
			eased from RFID	
			solution at Gates and	
			other locations and at	
			same time textual,	
			graphical, statistical,	
			spatial information be	
			provided for	
			empowering the port	
			authorities. At same	
			time in section 3.22 it	
			has been mentioned	
			that Location of vehicles	
			is important. So this	
			will mean an	
			combination of RFID	
			and GPS is needed and	
			this would mean "RFID	
			tags with Lat Long info	
			added" or "RFID in	
			combination GPS mount	
			devices" at RFID	
			tagging zones. This is	
			to meet the requirement	
			for internal tracking by	
			Port authorities	
		<u> </u>	1 of Cadifornics	

41	Page 32, Annexure - IX	Historical Information	An observation is made that permits issued has been fallen by 50% from 2011 to 2015. Request your kind consideration of compensation to Contractor if the permit numbers fall below a minimum.	Not acceded to, the tender condition will prevail.
Gen	eral Queries			
1	years and tra operations. The This is becom- investments Request you to can be handled	is about BOT, vendor needs to insfer to port at same time e cost of the tags for Visitors aring a complex situation to have returns especially for brepo consider the option if RFID In the by Port and Software and BPO handled by vendor	for success of the port nd vehicles has to be low. ndle in BOT model on akeven point calculation. Infrastructure investment	tender condition will prevail.
2	Site survey of all surveyed assets for RFID project point of view was done, but in our interactions with RFID manufacturer based on the IP A specifications we see that a separate Site survey for the RFID readers installation is again required as it can neither be one reader per zone nor randomly an approximated number rather it is a factual study of RFID specifications of Reader hardware versus the exact location traced in respective zones. Triangulation methods for fixing of RFID reader are required.		shown during site visit.  Bidders are requested to survey the sites before	
3	What type of A	ssets required to be tagged and	their quantity	As mentioned in the tender document.
4	Read distance	expected for these assets		As per minimum guiding technical specification ( Annexure – XVII) of Tender Document
5		into 61 zones - is access to the		There are multiple entry
6		r are there multiple entry/exit po		/ exit points.
6 7		cation tracking of vehicles requindheld Readers are required	Eu	Yes At least Fifteen (15)
,	Scope of Conta using active tag	niner tracking is not clear. Usually gs to get RTLS information. Didn the tender document		As mentioned in the tender document.

8	We haven't found any where about the advance payment terms, payments while execution of the project to be paid, for the equipments, man power, after completion of the work etc, please let us know how you will pay to the successful bidder	As mentioned in the tender document.
9	How many cardholders does the system need to support per day?	Refer annexure - IX
10	How many cameras are integrated into the existing system now? Do you anticipate increasing the number of cameras on the new system? If so, what is the approximate numbers.?	The existing system and the proposed PACTS is completely separate.
11	How do you control the entry and exit of the building premises?	Not required at present.
12	The eligibility criteria requires 22cr RFID project experience or in parts there of as per CVC guidelines. As RFID is new technology in India, project experience of this size in RFID is rare. We therefore request you to allow <b>consortium</b> so that wider participation is encouraged.	Refer addendum
13	Eligibility based on OEM credentials may kindly be allowed to all bidders so that global experience may be considered.	Not acceded to, the tender condition will prevail.
14		Port authority may implement appropriate rule for lost RFID cards & tags. Refer addendum.
15	Request your kind clarification of nature of escrow account for depositing the money collected from port users for permits. Kindly also clarify the process of settlement to the contractor.	Process shall be defined at the time of implementation.
16	The Contractor would be investing about Rs. 15cr on material. In the eventually of project getting affected severely by political, social, economic, environmental, or acts of God, request the port compensate to extent of the material supplied.	tender condition will

## KOLKATA PORT TRUST HALDIA DOCK COMPLEX

Supply, installation, integration, testing, customizing, configuring, commissioning, operating & maintaining Radio Frequency Identification (RFID) based Port Access Control & Tracking System (PACTS), at Haldia Dock Complex, Kolkata Port Trust.

Tender No.:Ad/007/Computer/RFID/2016:: E-Tender No.: KoPT / Haldia Dock Complex/Admn. Div/16/15-16/ET/158

### **CORRIGENDUM NOTICE**

Pursuant to the Pre Bid Conference & Site Inspection in respect of the subject tender held on January 07, 2016, the following may be noted:

### A. CHANGES -

Clause / Appendix / Page	Original	Revised
Page no.11 Annexure -	Commercial terms & conditions - Annexure - III	Commercial terms & conditions shall be
III	- 111	as per Annexure – III (Revised)
Page no.28	Documents to be uploaded - Annexure VI	Documents to be uploaded
Annexure		As per Annexure – VI (Revised)
VI		
Page 87 of	Clause regarding Digital Signature	Deleted
88	Specification	

- **B.** Loss of RFID cards either due to non-returning or due to misplacement: Port authority shall implement appropriate rule for lost RFID cards & tags.
- C. PRE BID CONFERENCE ATTENDANCE SHEET

### **COMMERCIAL TERMS & CONDITIONS:**

### 2. ELIGIBILITY CRITERIA:

2.1 Intending tenderer /bidder, either as a Single Entity or as Consortium, is eligible to participate in the tender. The term 'tenderer / bidder' used in this document would apply to either a Single Entity or a group of entities, i.e. a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in this tender document.

### Note:

Notwithstanding anything to the contrary contained in this tender document, in the event of any member of any Consortium suffering from a Conflict of Interest, the offer of such consortium shall be treated as disqualified. However, in the event of similar situation arising / detected after placement of Work Order, the same shall have to be addressed and resolved by the Consortium, failing which the contract, if entered into, shall be terminated. In this regard, it must be borne in mind that suppression of such Conflict of Interest, if detected later, shall not absolve the Consortium of its responsibility and appropriate action shall be initiated in terms of the provision of the tender.

- **2.1.1** If the 'Successful tenderer / bidder' is a 'Consortium', it shall be required to form an appropriate 'Special Purpose Vehicle' or SPV, incorporated under the Indian Companies Act 1956, to execute the Contract Agreement and execute the contract. It shall, in addition to forming the SPV, comply with the following additional requirements:
- i) All joint venture agreements/ consortium agreements, technical collaboration agreement shall ensure that all parties of the joint venture/consortium are individually and jointly responsible for the tender conditions and such agreements are legally valid.
- ii) Joint venture/consortium should be in the nature of legally acceptable agreements and such agreements should be notarized.
- iii) Such joint venture/consortium agreement should contain explicitly the scope and responsibilities of all the partners in the joint venture/consortium in terms of financial and technical commitments/contribution. The JV/consortium should be equally, severally and jointly responsible.
- iv) One of the members of the consortium shall be authorized as being in charge (lead member), and this authorization shall be evidenced by a power of attorney duly signed by the authorized signatories of the consortium Members as per the format enclosed in the tender document as (Annexure- XXII).

- v) The validity of the joint venture/consortium agreement entered upon on the award of Letter of Acceptance (LOA) by the port should continue for entire period of contract as specified in the tender. All such agreements shall be irrevocable for the above periods.
- vi) Firms with at least 26% equity holding each shall be allowed to jointly meet the eligibility criteria.
- vii) If the bidder is a consortium the average annual financial turnover of the individual members forming the consortium shall be submitted A per Annexure XXIII.
- viii) It is clarified that an unsuccessful bidder or JV/Consortium shall not be permitted to join a successful JV/Consortium whose bid is accepted at a later date.
- ix) In case of a Consortium, the combined Technical and Financial Capability of those members who have and shall have an equity share of at least 26% (twenty six per cent) each in the Special Purpose Vehicle (or SPV) as explained in this tender document, should satisfy the above conditions of eligibility, provided that each such member shall, for a period of 2 (two) years from the date of commercial operation of the contract, hold equity share capital not less than 26% (twenty six per cent) of the subscribed and paid up equity of the SPV.
- x) Members of the Consortium shall nominate one member as the 'Lead Member' who shall have an equity share holding of at least 26% of the paid up and subscribed equity of the SPV. The nomination(s) shall be supported by a Power of Attorney, as per the format at Annexure XIX, signed by all the other members of the Consortium.
- xi) The Tender shall contain the information required for each member of the Consortium as per Annexure XX.
- xii) The Tenderer shall submit a brief description of the roles and responsibilities of individual members of the consortium.
- xiii) An individual (single entity) Tenderer/bidder participating in the instant tender shall not be a member of any other Consortium participating in the instant tender; further, a member of a particular Consortium shall neither submit any tender individually nor shall be a member of any other Consortium participating in the instant tender.
- xiv) Maximum number of partners in the Consortium shall be four.
- xv) Approval for change in the composition of a Consortium shall be at the sole discretion of HDC, KoPT and must be approved by HDC, KoPT in writing.

2.2 The bidder (whether a single entity or a consortium) shall submit evidence that the bidder has successfully executed similar work

(Order letter and successful execution certificate to be provided) as per the following:

- (1) At least 3 similar Works each worth not less than INR 11.10 ( eleven point one zero) Crores over a period of last 7 years ending on 31.12.2015 or
- (2) At least 2 similar Works each worth not less than INR13.88 (thirteen point eight eight) Crores over a period of last 7 years ending on 31.12.2015 or
- (3) At least 1 similar Work each worth not less than INR 22.21 (twenty two point two one) Crores over a period of last 7 years ending on 31.12.2015

**NOTE**: Similar work shall mean having experience in Access Control & Tracking System, which includes supply, installation, integration, testing, customizing, configuring, commissioning, operating & maintaining Radio Frequency Identification (RFID) based solution.

- 2.3 Audited balance sheet and Profit & Loss account for the last 3 (three) financial years (for each member in case of a Consortium). Average annual financial turnover during the above mentioned period must be at least INR 8.33 Crores (Rupees Eight Crores Thirty Three Lacs only). If due date (scheduled opening date of tender) falling within three months (April to June) of the closing of the latest financial year, the latest financial year may be ignored and financial turnover of the three years, year previous to the latest financial year may be considered.
- 2.4 The bidder shall submit certified copy of valid Service Tax Registration Number / Code Number (for each member in case of a Consortium).
- 2.5 The bidder shall submit Self certified copy of PAN (for each member in case of a Consortium).
- 2.6 The bidder shall submit certified copy of 'Employees State Insurance (ESI) Registration Certificate' (for each member in case of a Consortium) OR an Affidavit affirmed before a First Class Judicial Magistrate as per Annexure XIII in case the Bidder is not covered under ESI Act or exempted from it.
- 2.7 The bidder shall submit certified copy of 'Provident Fund Registration Certificate' (for each member in case of a Consortium) OR an Affidavit affirmed before a First Class Judicial Magistrate as per Annexure XIV in case the Bidder is not covered under Provident Fund Act or exempted from it.
- 2.8 The bidder shall submit certified copy of up-to-date Profession Tax Payment Challan (PTPC) (for each member in case of a Consortium), if applicable. If this is not applicable, the bidder should submit a declaration in this regard.

### **DOCUMENTS TO BE UPLOADED**

### (Documents to be downloaded, filled up, signed, scanned and uploaded)

Following documents for meeting the pre-qualification criteria should be uploaded by the Bidder along with offer otherwise their offer may be rejected: -

- 1. Evidence that the bidder(whether a single entity or a consortium) has successfully executed similar work (order letter and successful execution certificate to be provided) as per the following:
- (a) At least 3 similar Works each worth not less than INR 11.10 ( eleven point one zero) Crores over a period of last 7 years ending on 31.12.2015 **or** 
  - (b) At least 2 similar Works each worth not less than INR 13.88 (thirteen point eight eight) Crores over a period of last 7 years ending on 31.12.2015 **or**
- (c) At least 1 similar Work each worth not less than INR 22.21 (twenty two point two one) Crores over a period of last 7 years ending on 31.12.2015.
- 2. Audited balance sheet and Profit & Loss account for the last **3 (three)** financial years(for each member in case of a Consortium). Average annual financial turnover during the above mentioned period must be at least INR 8.33 Crores (Rupees Eight Crores Thirty Three Lacs only).
- 3. The bidder shall submit certified copy of valid Service Tax Registration Number / Code Number (for each member in case of a Consortium).
- 4. The bidder shall submit Self certified copy of PAN (for each member in case of a Consortium).
- 5. The bidder shall submit certified copy of 'Employees State Insurance (ESI) Registration Certificate' (for each member in case of a Consortium) OR an Affidavit affirmed before a First Class Judicial Magistrate as per Annexure XIII in case the Bidder is not covered under ESI Act or exempted from it.
- 6. The bidder shall submit certified copy of 'Provident Fund Registration Certificate' (for each member in case of a Consortium) OR an Affidavit affirmed before a First Class Judicial Magistrate as per Annexure XIV in case the Bidder is not covered under Provident Fund Act or exempted from it.
- 7 The bidder shall submit certified copy of up-to-date Profession Tax Payment Challan (PTPC) (for each member in case of a Consortium), if applicable. If this is not applicable, the bidder should submit a declaration in this regard.
- 8. Power of Attorney as per Annexure XII or XIX (in case of a Consortium).
- 9. Profile of Bidder as Annexure XI or XX (in case of a Consortium).
- 10. Declaration by the bidder as per Annexure X or XXI (in case of a Consortium).
- 11. Copy of valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE)

Certificate for Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme)

- 12. The bidder shall have to submit information regarding make, model and compliance (Yes/No) in respect of minimum guiding specification as per Tender Document.
- 13. The bidder shall have to submit Joint Bidding Agreement as per Annexure XXII(in case of a Consortium).
- 14. The bidder shall have to submit details of Financial Capability as per Annexure XXIII

### Format For Power Of Attorney For Lead Member Of Consortium

# (To be executed before Notary Public on a Non-Judicial Stamp Paper of at least Rs 10)

### **POWER OF ATTORNEY**

Whereas Haldia Dock Complex, Kolkata Port Trust("the Authority") has invited tenders from interested parties for "" (Tender No).
Whereas,
Whereas, it is necessary under the Tender Document for the members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Tender and its execution.
NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS
We, M/s

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us / Consortium.

OF20**	TIORNEY ON THIS DAY
	For
	(Name & Title)
	For
	(Name & Title)
	For
	(Name & Title)
Witnesses:	
1.	
2.	
(To be executed by all the members of the Consortium)	

### **Profile Of The Bidder**

1.

(a)

Name

	(b)	Country of inc	prporation	
	(c)	Address of the	corporate headquarters and its branch office(s), if any in India.	
	(d)	Date of incorp	pration and commencement of business.	
2.			he Company including details of its main lines of business ar ponsibilities in connection with implementation of the tender.	nd
3.			) of the tenderer / bidder (Lead Member in case of Consortiun point of contact/ communication with KoPT.	า)
	(a) N	ame	:	
	(b) D	esignation	:	
	(c) C	ompany	:	
	(d) A	ddress	:	
	(e) T	elephone Numbe	r :	
	(	Land & Mobile)		
	(f) E-	Mail Address	:	
	(g) F	ax Number	:	
4.	Detai	ils of Authorized	Signatory of the Tenderer:	
	Name	е	:	
	Desig	gnation	:	
	Comp	oany	:	
	Addre	ess	:	
	Telep	ohone No.	:	
	(Land	d & Mobile)		
	Fax N	No.	:	
	Emai	l Address	:	

5.	In case	of a	Consortium:
Ο.	III GUSG	Oi u	OULISOI LIGITI.

- a. The information above (1-4) should be provided for all the members of the consortium.
- b. information regarding role of each member should be provided as per table below:

SI. No.	Name of Member	Role
1.		
2.		
3.		
4.		

Signature of Power of Attorney Holders
Name:
Designation:
Date :

Seal

### **DECLARATION BY THE BIDDER**

- 1. I / We have carefully examined and fully understood the General Instructions to Bidders, the Commercial terms and Conditions of the Contract, KoPT, HDC' General Conditions of Contract, Scope of Work, Compensation, Period of Contract etc. and all other related documents and clauses in connection with this tender.
- 2. I / We **accept** all the terms & conditions of the Tender Document (Ad/007/Computer/RFID/2016).
- 3. I / We have deposited requisite Earnest Money for the tender.
- 4. I / We have submitted copies of the required documents as mentioned at Annexure- VI (Revised) of the Tender Document.
- 5. I/We declare that I/We have not been banned or delisted by any Government or Quasi–Government Agency or PSU in India.
- 6. I/We shall make available to Kolkata Port Trust (hereinafter referred to as KoPT) any additional information it may find necessary or require to supplement or authenticate the Tender
- 7. I/we acknowledge the right of KoPT to reject our tender without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 8. I/we also certify the following
- a. I/we / any of the consortium member (as the case may be) have not been debarred by the Central/State Govt. or any entity controlled by them or any other legal authority for participating in any tender / contract / agreement of whatever kind
- b. I/we certify that in the last three years, I/We/any of the consortium members or our / their associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public

authority/entity nor have had any contract terminated by any public authority / entity for breach on our part.

9.	I/we d	eclare that :
	a)	I/we have examined and have no reservations to the Tender Document, including the Addenda issued by KoPT thereon.
	b)	I/we hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt, fraudulent or coercive practices to influence the evaluation process of the tender.
10.	annul	understand that KoPT reserves the right to accept or reject any tender and to the tendering process and reject all tenders at any time without any liability or any tion for such acceptance, rejection or annulment without assigning any reason f.
11.	of suc	( Name of Tenderer) hereby undertakes that I/we ide by the decision of KoPT in the matter of examination, evaluation and selection cessful tenderer and shall refrain from challenging or questioning any decision by KoPT in this regard.
	Thanki	ing you, Yours faithfully,
Signa	ture o	f Power of Attorney Holder(s)
Name	:	
Desig	nation	<b>:</b>
Date :		
Seal		

### **Joint Bidding Agreement**

(To be executed on Non-Judicial Stamp Paper of at least Rs. 60/-)

THIS JO	DINT BIDDING AGREEMENT is entered into on this the day of 20
AMON	GST
	{ Limited, a company incorporated under the Companies Act, 1956} and having its registered office at (hereinafter referred to as the "First Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)
AND	
	{ Limited, a company incorporated under the Companies Act, 1956} and having its registered office at (hereinafter referred to as the "Second Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)
AND	
	{ Limited, a company incorporated under the Companies Act, 1956 and having its registered office at (hereinafter referred to as the " <b>Third Part</b> " which expression shall, unless repugnant to the context include its successors and permitted assigns)}
AND	
	{ Limited, a company incorporated under the Companies Act, 1956 and having its registered office at (hereinafter referred to as the "Fourth Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)}
	The above mentioned parties of the FIRST, SECOND, {THIRD and FOURTH} PART are collectively referred to as the "Parties" and each is individually referred to as a "Party"
WILD	EAC

### WHEREAS,

- (B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the tender document and other documents in respect of the work, and
- (C) It is a necessary condition under the tender document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Offer.

### **NOW IT IS HEREBY AGREED as follows:**

### 1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the tender document.

### 2. Consortium

- 2.1 The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the Tendering Process for the Work.
- 2.2 The Parties hereby undertake to participate in the Tendering Process only through this Consortium and not individually and/ or through any other consortium constituted for this work, either directly or indirectly or through any of their Associates.

### 3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the successful tenderer and awarded the contract, it shall incorporate a special purpose vehicle (the "SPV") under the Indian Companies Act 1956 for entering into an Agreement with the KoPT and for performing all its obligations as the successful tenderer in terms of the Agreement for the Project.

### 4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the tendering process and till all the obligations of the SPV shall become effective;
- (b) Party of the Second Part shall be {the Technical Member of the Consortium;}
- {(c) Party of the Third Part shall be the Financial Member of the Consortium; and}

{(d) Party of the Fourth Part shall be the Operation and Maintenance Member/ Other Member of the Consortium.}

[Note: Status of the members in (b), (c) and (d) are only illustrative. More/less parties may form the Consortium and changes may be made accordingly to the JBA]

### 5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the work and in accordance with the terms of the tender document till completion of the contract.

### 6. Shareholding in the SPV

6.1 The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party: Second Party:

{Third Party:}

{Fourth Party:}

- The Parties undertake that a minimum of 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV shall, at all times till completion of two years from the date of commencement of the contract, be held by the Parties of the First, {Second and Third} Part whose experience and net-worth have been reckoned for the purposes of pre-qualification in terms of the tender document.
- 6.3 The Parties undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity share capital of the SPV at all times till completion of two years from the date of commencement of the contract.

### 7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power to enter into this Agreement with KoPT:
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and KoPT to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
  - (i) Require any consent or approval not already obtained;
  - (ii) Violate any Applicable Law presently in effect and having applicability to it;
  - (iii) Violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
  - (iv) Violate any clearance, permit, concession, grant, licence or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
  - (v) Create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

### 8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the contract is achieved under and in accordance with the terms of the tender, in case the contract is awarded to the Consortium.

However, in case the Consortium is either not pre-qualified for the work or does not get selected for award of the contract, the Agreement will stand terminated in case the Tenderer is not pre-qualified or upon return of the Earnest Money by the KoPT to the Bidder, as the case may be.

### 9. Miscellaneous

- 9.1 This Joint Bidding Agreement shall be governed by laws of India.
- 9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the KoPT.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of LEAD MEMBER by:

SIGNED, SEALED AND DELIVERED

For and on behalf of SECOND PART by

(Signature) (Name) (Designation) (Address) (Signature) (Name) (Designation) (Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of THIRD PART by:

 ${\sf SIGNED,\, SEALED\,\, AND\,\, DELIVERED}$ 

For and on behalf of FOURTH PART by

(Signature) (Name) (Designation) (Address) (Signature) (Name) (Designation) (Address)

In the presence of:

1. 2.

### Notes:

- 1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- 2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and KoPT to execute this Agreement on behalf of the Consortium Member.
- 3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

### **Details Of Financial Capability Of The Tenderer**

(In Rs. Crore)

Applicant Type	Annual Financial Turn Over
	Average on last 3 years
Single entity Tenderer	
Consortium Member 1	
Consortium Member 2	
Consortium Member 3	
Consortium Member 4	

Please add more rows depending upon Consortium Members.

### Instructions:

- 1. The Single Entity Tenderer/ each members of Consortium should submit its details in the appropriate column.
- 2. To be certified according to provision of the Tender Document.

Signature of Power of Attorney Holder(s)
Name:
Designation:
Date :
Seal
CERTIFIED BY
Name of Chartered Accountant Firm
Registration No. & other details
Name of the Signatory
Signature
Designation
Date

Tender for supply, installation, integration, testing, customizing, configuring, commissioning, operating & maintaining Radio Frequency Identification (RFID) based Port Access Control & Tracking System (PACTS), at Haldia Dock Complex, Kolkata Port Trust. Tender No: Ad/007/Computer/RFID/2016 :: E-Tender No.: KoPT / Haldia Dock Complex/Admn. Div/16/15-16/ET/158

# Pre Bid Meeting

Date: January 7, 2016 :: Time 11:00 Hours

# Present –

SI. No.	Organization Name	Representative Name	Contact Number	E-Mail Address
71	Conesonant Systems	S. K. Soider Nour	5088119986	Syider @ Conegorant-com.
7	Kellton Teeh Colubbins Ha	M). Togacolith	9030823327	Jagaelith. Mossada @
40	Parjesth Ces exerteed	- LAT		
লে	Infinium solutione out	Rajesh a. Rathred	9412358146	rajesh rathed @ infinitum
4	Agradominitalk Wispeless Solutions Rut.	Agridominitalk Delkayla sen somma 9830541820 Wiseless solutions RM. Delkayla sen somma 9830541820	9830541820	drormagazyaonnitakoeon
N	Dan code Fndin	Bar coole Fndin P.S. Patterain	ववउत्तर ६५०६ ९	partha. potteraile © barcodeio dia. Com