



Bid Number/बोली क्रमांक (बिड संख्या): GEM/2025/B/59350

Dated/दिनांक : 11-02-2025

**Bid Document/ बिड दस्तावेज़**

<b>Bid Details/बिड विवरण</b>	
<b>Bid End Date/Time/बिड बंद होने की तारीख/समय</b>	04-03-2025 15:00:00
<b>Bid Opening Date/Time/बिड खुलने की तारीख/समय</b>	04-03-2025 15:30:00
<b>Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)</b>	90 (Days)
<b>Ministry/State Name/मंत्रालय/राज्य का नाम</b>	Ministry Of Ports, Shipping And Waterways
<b>Department Name/विभाग का नाम</b>	Na
<b>Organisation Name/संगठन का नाम</b>	Cochin Port Trust
<b>Office Name/कार्यालय का नाम</b>	Willingdon Island
<b>क्रेता ईमेल/Buyer Email</b>	santhosh.a@cochinport.gov.in
<b>Total Quantity/कुल मात्रा</b>	127
<b>Item Category/मद केटेगरी</b>	Face Recognition based Biometric attendance System , Time Attendance Software , Geo Fencing Geo Tagging Software We App , Metal Cabinet , AMC Cost Year 1 , AMC Cost Year 2 , AMC Cost Year 3
<b>GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS</b>	Face Recognition based Bio-metric Attendance System
<b>GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS</b>	Embedded Linux Based Biometric Attendance System (V3)
<b>अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification</b>	<ul style="list-style-type: none"><li>Embedded Linux Based Biometric Attendance System (V3)</li></ul>
<b>BOQ Title/बीओक्यू शीर्षक</b>	Face Recognition based Biometric Attendance System
<b>Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)</b>	11 Lakh (s)
<b>Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष</b>	3 Year (s)
<b>MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट</b>	No
<b>Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट</b>	No

**Bid Details/बिड विवरण**

<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Do (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by t buyer
<b>Do you want to show documents uploaded by bidders to all bidders participated in bid?/</b>	No
<b>Past Performance/विगत प्रदर्शन</b>	80 %
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	No
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Primary product category</b>	Face Recognition based Biometric attendance System
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	3 Days
<b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation
<b>Arbitration Clause</b>	No
<b>Mediation Clause</b>	No

**EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	70200

**ePBG Detail/ईपीबीजी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	40

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार

ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

**Beneficiary/लाभार्थी :**

FA and CAO

Willingdon Island, Cochin Port Authority, Ministry of Ports, Shipping and Waterways  
(Financial Advisor And Chief Accounts Officer)

**MII Purchase Preference/एमआईआई खरीद वरीयता**

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years at the date of constitution shall be taken into account for this criteria.

2. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

3. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to participate. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023. [OM\\_No.1\\_4\\_2021\\_PPD\\_dated\\_18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017

4. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L

15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller sh be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of tota quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which wo be determined by the buyer based on its own assessment of reasonableness and based on competitive prices receiv in Bid / RA process.

6. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or simil Category Products for 80% of bid quantity, in at least one of the last three Financial years before the bid opening dai any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantit any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

#### Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
24-02-2025 11:00:00	Cochin Port Authority

#### Face Recognition Based Biometric Attendance System

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)**

#### Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	<a href="#">View File</a>
BOQ Detail Document	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र.सं	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी दिने
1	Prakash Kumar	682009,Office of the Sr.Deputy Materials Manager Cochin Port Trust Willingdon Island	25	90

#### Time Attendance Software

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)**

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<b>S.No./क्र.सं.</b>	<b>Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी</b>	<b>Address/पता</b>	<b>Quantity/मात्रा</b>	<b>Delivery Days/डिलीवरी दिनों</b>
1	Prakash Kumar	682009,Office of the Sr.Deputy Materials Manager Cochin Port Trust Willingdon Island	1	90

**Geo Fencing Geo Tagging Software Web App**

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)**

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**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

S.No./क्र.सं	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी दिने
1	Prakash Kumar	682009,Office of the Sr.Deputy Materials Manager Cochin Port Trust Willingdon Island	1	90

### Metal Cabinet

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

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S.No./क्र.सं	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी दिने
1	Prakash Kumar	682009,Office of the Sr.Deputy Materials Manager Cochin Port Trust Willingdon Island	25	90

### AMC Cost Year 1

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

### Technical Specifications/तकनीकी विशिष्टियाँ

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**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्र**

S.No./क्र.सं	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्र	Delivery Days/डिलीवरी दिन
1	Prakash Kumar	682009,Office of the Sr.Deputy Materials Manager Cochin Port Trust Willingdon Island	25	730

**AMC Cost Year 2**

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification Document	<a href="#">View File</a>
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Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्र**

S.No./क्र.सं	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्र	Delivery Days/डिलीवरी दिन
1	Prakash Kumar	682009,Office of the Sr.Deputy Materials Manager Cochin Port Trust Willingdon Island	25	730

**AMC Cost Year 3**

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)**

**Technical Specifications/तकनीकी विशिष्टियाँ**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

<b>S.No./क्र.सं</b>	<b>Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी</b>	<b>Address/पता</b>	<b>Quantity/मात्रा</b>	<b>Delivery Days/डिलीवरी दिने</b>
1	Prakash Kumar	682009,Office of the Sr.Deputy Materials Manager Cochin Port Trust Willingdon Island	25	730

**Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें**

**1. Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25% of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in case where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be  $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$ , subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

**2. Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**FACE RECOGNITION BASED BIOMETRIC ATTENDANCE SYSTEM (FR - BAS)**

**I. SCOPE**

Tenders are invited through Government e- Marketing Place (GeM Portal) in Single Stage Two Cover bidding procedure [Technical Bid and Financial Bid] for the **Supply, Installation, Configuration, Implementation and Maintenance of 25 Nos. Face Recognition based Bio-metric Attendance System (FR-BAS) consisting of Face recognition attendance devices, enrolment kit, database and Time & Attendance Software capable of Integration with SAP payroll with 3 years Warranty and 3 years AMC after completion of warranty period** at Cochin Port Authority, Willingdon Island, Kochi, Kerala as per specification and conditions given below.



## II. SPECIFICATIONS:

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### 1. Technical Specifications for the Biometric Face Reader

Sl. No.	Specifications	Value
1	Face recognition technology	Standalone Device
2	Type of Face recognition Biometric attendance System	Embedded Linux
3	Face Storage Capacity (No.)	10000 or more
4	Maximum attendance log(No.)	200000 or more
5	Card Storage:	10000 or more
6	RF card option	13.56MHZ Mifare
7	User Capacity	10000 or more
<b>Hardware Specifications</b>		
1	Screen Size (Minimum) (Inch)	5" or higher
2	Screen Type	Touch
3	Screen Resolution	800 X 600 or higher
4	Processor Speed (MHz)	1.2 Ghz or higher
5	RAM(MB)	512 or higher
6	Storage(MB)	8GB or higher
7	Number of USB ports (No.)	1 or Higher
8	Front Camera (Megapixel)	2 or Higher
9	Network Connectivity	LAN+WiFi
10	Communication	Wi-Fi + TCP/IP + USB Host + RS485

11	Audio Output Voice Interface	Yes
12	Identify Mode	Face/ Card / Face+Card
13	Identification Speed	<=1second
14	Display Language	English
15	FAR	<=0.01% or better
16	FRR	<=1% or better
17	Push data	Yes
18	Access Control	Yes
19	Operating Temperature:	0 Degree C - 50 Degree C or better
20	Operating Humidity:	20% - 80% or better
21	Certificate	ROHS,CE, FCC
22	BIS Registration under CRS of Meity - Yes	Yes
23	Power - DC12V/2A	DC12V/2A
24	Liveness Detection Method	Texture/Motion Based
25	Partial Facial Occlusion Recognition	Yes
26	Beards & Hairstyle Recognition	Yes
27	Sunglasses Recognition	Yes
28	Irregular Lighting Recognition	Yes
29	Foolproof System based on novel liveness detection Algorithms to avoid impersonation/fraud	Yes
30	Application Supported on Device bundled with Face Recognition software	Yes
31	Ingress Protection Rating(IP)	IP54 or Higher
<b>Casing</b>		

1	Case with Locking Facility	Yes
2	Device Casing Material	Metal Safety Box along with th Acrylic glass, Lock and Keys.
3	Indicative Battery Backup time	1 hours or higher
4	Availability of Mobile Device Management (MDM)S upport	Yes
5	Mobile Device Management (MDM)License and Sup port	3 year
<b>Warranty</b>		
1	On Site OEM Warranty( in Years)	3 years
<b>Data Management Software</b>		
1	Attendance software as per the requirement of Coc hin Port Authority shall be provided by the bidder. T he software other than windows, if required for run ning the attendance software or for storing biometr ic data should be provided with legal license for us e by Cochin Port Authority	Details included in ATC Docum nt

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## **2. TIME & ATTENDANCE SOFTWARE**

### **2.1 Specification of Software**

- 2.1.1 The Contractor shall supply, install and configure a centrally manageable Tim Attendance Software capable of integrating with the SAP payroll system implemented oPA. Software should provide multiple entry-exit records with centralized devices man ment and the software.
- 2.1.2 All the software and database other than (open source) shall be licensed for the use in CoPA and the support to be available during the entire contract period of six years.
- 2.1.3 All software related to servers, database and application software (Time & Attendar shall be supplied, installed and maintained by the bidder.
- 2.1.4 The Software should be IP enabled and shall be able to communicate with the Biome Devices installed at various locations in the network as well as remote locations.
- 2.1.5 The employees and their work schedules for the next day will be made available in xt format and the same shall be exported / uploaded in the Time & Attendance Softwar

- 2.1.6 Live device logs and history should be available in the software for 60 days.
- 2.1.7 Admin to have option to online enrolment (Face, Card) of user by software command.
- 2.1.8 The software shall be password protected with options for multiple levels of users/ admins with definable rights of access.
- 2.1.9 Should have optional mobile application features Android & iOS based.
- 2.1.10 Optional feature of Field Employee mobile punching with geo tagging / HOD should have the right to approve mobile punch with geo location tagging.

## **2.2 Minimum Software Features/Facilities**

- 2.2.1 The entry/exit details of the punches should be pushed and stored in the database immediately; irrespective of success or failure
- 2.2.2 The authenticated punch details should be made available in a designated location for the integration with SAP payroll.
- 2.2.3 The punch data of the employees should be uploaded to the SAP system in the next 15 minutes of completion of the employee shift time ( Out punch time ) with paired in & outs (whenever available) for integration with SAP payroll
- 2.2.4 Real Time data accumulation in application through device auto-push technology. Manual data collection through application command should also be available.
- 2.2.5 Web based access should be available for users to view/verify and take reports regarding the attendance particulars of the single /group of employees in the various departments, divisions under the department and sections( Sub Division) under the division There should be about 30 to 40 users who will have the view permission.
- 2.2.6 Administrative privileged users shall be privileged to create/modify the master data of employees other than their staff no. and name.
- 2.2.7 Access should be available for roles also like face registration, updating validity of cards, restricting the access rights of employees/port users in a single location or a group of locations.
- 2.2.8 Maintenance of biometric data with provision to push/pull data template to any terminal from the server should be given to administrative users.
- 2.2.9 The work schedules, leave maintenance, time evaluation, regularization of attendance etc. is done in SAP Time & Attendance system.
- 2.2.10 The Software should be able to give all the logs including failure attempts with bifurcation into card only, face only and in-combination.
- 2.2.11 The successfully authenticated (Card + face) employee particulars as well as the failure attempts with respect to face matching / absence (Card authentication only) logs
- 2.2.12 Automatic data backup point creation facility should be available.
- 2.2.13 Application should be able to support minimum of 50 devices in a single application with database indexing for smooth data retrieval.

## **2.3 Reports**

Successful Punching details (IN and/or OUT) for an employee/user or group of employees or a section/s, division/s, department/s for a day or a period.

2.3.1 The following reports are also required in the above manner. a. Late Entry Report b. Early Exit Report c. Absence report d. Fully Authenticated punches report e. Failed punch Report

2.3.2 Software should have option to export report in Word, PDF, and Excel Format.

2.3.3 Similarly, the list of employees/users permitted to punch in a particular location should also be available.

2.3.4 Different level of admin users needed to view/print the report

### **III. INSTRUCTIONS TO TENDERERS**

#### **1. Past Project Experience and Pre- Qualification Criteria (MQC):**

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1.1 The bidders should have supplied, installed, commissioned & maintained Face Recognition Biometric readers connected in LAN including Face Recognition and remote locations connecting through internet within the last seven years ending 31.12.2024 as per following criteria.

- i) Single order of at least Rs. 28,08,069 /- or
- ii) Two orders of at least Rs. 17,55,043 /- each and above or
- iii) Three orders of at least Rs. 14,04,034 /- each and above

1.2 The bidders should submit copy of Work Orders/Purchase orders.

1.3 The bidders should submit Successful implementation certificate issued by the customer of the purchase orders which is submitted against pre-qualification criteria.

1.4 Bidder should be an OEM or authorized implementation partner for the proposed face recognition Biometric Attendance System (BAS) and should be in existence in implementing Biometric Attendance System for at least 7 years in India as on date.

1.5 For OEM, Copy of certificate of Incorporation issued from registrar of companies has to be submitted. For authorized partner, valid OEM authorization certificate and Copy of OEM's certificate of Incorporation issued from registrar of companies has to be submitted

#### **1.6 Financial Criteria:**

1.6.1 Average Annual Financial turnover of the bidder during the last three financial years ending 31.03.2024 (viz. 2021-22, 2022-23 and 2023-24) should be at least **Rs. 11 Lakhs**.

1.6.2 Annual Accounts (profit and loss statement) for last three financial years (viz. 2021-22, 2022-23 and 2023-24) duly certified by a practicing Chartered Accountant and a statement showing the Average Annual Financial Turnover during the above three financial years duly certified by practicing Chartered Accountant should be submitted along with the bid.

**2. EMD: Rs. 70,200/-** has to be remitted in the form of Account Payee Demand Draft/Bank Cheque from any of the commercial banks payable at Cochin in favour of FA & CAO, Cochin Port Authority.

## 2.1 Bank Details of Cochin Port Authority are given below:

Name of Bank : State Bank of India  
Name of Branch : Cochin Port Authority Branch  
IFSC Code : SBIN0006367  
Account No : 41401802288  
Account Holder's Name : Cochin Port Authority

2.2 Proof of payment in original towards Earnest Money Deposit (EMD) shall be submitted to Sr. Materials Manager before the scheduled date and time of opening of the bid, failing which the bid will be rejected. In case of online payment, UTR number of the transaction should be communicated to the e-mail id of the contact person of Cochin Port Authority as mentioned in the GeM Bid Document, at least one day before the date and time of opening of GeM Bid. Cochin Port Authority will verify receipt of EMD as referred in the UTR number, in the Bank account mentioned above. If EMD amount has not reflected in the Bank account of Cochin Port Authority, the bid will be rejected.

3. **Pre - Bid** : Pre bid queries if any should reach this office through e-mail before one day prior to the date stipulated for Pre bid in the GeM Bid Document.
4. The bidder should quote for all line items ie, Sl. No. 1 "Supply, Installation, Configuration, Testing and Implementation and Maintenance of Face Recognition based Bio-metric Attendance System" as per the technical specifications furnished in the bid document and Sl. No. 2, AMC on yearly basis in the form of OQ and totally for three years. After opening the price bids, financial evaluation will be carried out based on the total cost of the Supply, Installation, Configuration, Testing and Implementation of Face Recognition based Bio-metric Attendance System and cost of total AMC for 3 years and order will be placed on the overall lowest offer.
5. **Validity of Tender**: The tender shall remain valid and open for acceptance for a period of **90 days** from the last date fixed for receiving the same. The Cochin Port Authority may request the tenderers to extend the period of validity for a specific period. The request and response thereto shall be made through GeM Portal. However in the event of the tenderer agreeing to the request, they will not be permitted to modify the tender.
6. **Amendment of Tender Document**: At any time prior to the deadline for the submission of Tenders, Cochin Port Authority, for any reason, whether at his own initiative or in response to queries from prospective tenderers, may modify the Tender document by an amendment.
  - 6.1 The amendment in the form of addendum will be published in GeM Portal.
  - 6.2 Any amendments issued will be hosted in the GeM Portal at least 5 days prior to the date specified for submission of the tender. Tenderers shall verify if any such amendment / modifications have been issued before submitting their tender and shall take cognizance of amendments and include such amendments in their submission. In any case amendments/ modifications if any, shall be binding on the tenderer.
  - 6.3 The Cochin Port Authority may at their discretion extend deadline for the submission of tenders to enable prospective tenderer to take the amendment into account while preparing the tender.
7. The Tenderer is expected to examine all instructions, forms, terms, specifications etc. in the tender document. Failure to furnish all information or documentations required in the Tender documents may result in the rejection of Tender.
8. The tenderer should not submit their offer with any conditions / counter conditions anywhere in

tender document. The conditional tenders, if any, shall be considered as non-responsive and shall summarily be rejected.

- 9. Opening of Tenders:** Techno-commercial Bid will be opened at date and time stipulated in the GeM Bid Document.
- 10.** Price Bid of those tenderers who are found qualified after evaluation of techno-commercial bid shall be opened through GeM Portal.
- 11.** To assist in the examination, evaluation and comparison of tenders, Cochin Port Authority may request the tenderer, individually for clarification of their tender. The request for clarification and the response shall be sent through GeM Portal/e-mail, but no change in price or substance of the tender shall be sought, considered or permitted.
- 12. Determination of Responsiveness:** The tender which does not satisfy the pre-qualification criteria (MQC) shall summarily be rejected and shall not be considered for further evaluation. The Port Authority shall scrutinize the tenders to determine whether the tender is substantially responsive to the requirements of the tender documents. For the purpose of this clause, a substantially responsive tender is one which inter-alia confirms to all the terms and conditions of the tender documents without any deviation or reservation. A tender that is seriously unbalanced in relation to the cost estimate of the Port Authority may be rejected as non-responsive.
- 13.** Canvassing in connection with the tender is strictly prohibited and the tenders submitted by the bidders who resort to canvassing will be liable for rejection.
- 14. Evaluation and comparison of tenders:** Only such tenders, as determined to be substantially responsive to the requirements of the tender documents will be evaluated. Other non-responsive tenders will be rejected. The Port's decision on this shall be final, conclusive and binding. Total value of the tender and the evaluation method has been opted for this tender.
- 15.** The AMC rates for 3 years will be considered only for evaluation purpose. Even though Purchase Order for the 25 Nos.FR-BAS and 3 years' AMC will be generated through GeM Portal, payment for 25 Nos.FR-BAS will be processed on completion of successful installation of Face Reader and relevant software and issue of Operational Acceptance by the Engineer in Charge for the ordered items. Work Order for AMC will be placed separately by the user division on completion of the 3 Years' Warranty period.
- 16. Acceptance of Tender:** Cochin Port Authority does not bind itself to accept the lowest tender or any tender and reserves the right to accept any tender in part or to reject any tender or all tenders without assigning any reasons whatsoever.
- 17. Language of the tender:** The tender submitted by the tenderer and all correspondence and documents relating to the tender exchanged by the tenderer and the Cochin Port Authority shall be in **English language**. Any printed literature, other than in English language shall be accompanied by an English translation, in which case, for purpose of interpretation of the tender, the English translation shall govern.

#### **IV. GENERAL CONDITIONS OF CONTRACT**

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1. Definitions: In the Contract (as hereinafter defined) the definition of the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:
2. "Employer/Cochin Port Authority/CoPA" means Board of Trustees of Cochin Port Authority, Notification issued by the Government of India, acting through its Chairman, Dy. Chairman, Sr. Materials Manager or any other officers so nominated by the Board.

- 3 "Contractor/Supplier" means the person or persons, firm, corporation or company whose tender has been accepted by the Cochin Port Authority and includes his servants, agents and works, personal representatives, successors and permitted assigns.
- 4 "Contract" means and includes Tender Documents, Instructions to Tenderers, General Conditions of Contract, Drawings, Specifications, Schedules, Annexure etc., any amendments there to Tender, Letter of Acceptance and the Contract Agreement.
- 5 "Contract Price" means the total sum of money to be paid by the Cochin Port Authority to the supplier on timely completion of the contract, including payment for additional quantity of material (if any), as per agreed terms and conditions of Contract, including taxes and duties to be paid to State or Central Government.
- 6 "Specifications" means the specification referred to in the tender documents and any modifications thereof or additions thereto or amendments thereto as may be from time to time be furnished or approved in writing by the Cochin Port Authority.
- 7 The "Drawings" shall mean the drawing(s), issued along with the tender document, drawings submitted by the supplier along with his tender duly signed by him and approved by the Senior Deputy Materials Manager, all other drawings furnished by the suppliers or by the Senior Deputy Materials Manager in accordance with the contract conditions.
- 8 "Trials" and "Tests" shall mean such trials and tests as are provided for in the conditions of contract and described in the specification and shall include all other tests to be carried out as per the requirement of the 'Cochin Port Authority'.
- 9 "Approved" or "Approval" shall mean approval in writing.
- 10 "Month" shall mean English Calendar Month.
- 11 "Day" shall mean English Calendar Day.
- 12 "Completion" means the fulfilment of the supply of Equipment/materials/material and related services by the supplier in accordance with the terms and conditions set forth in the contract.
- 13 "Tender" means the offer of the contractor along with all other relevant documents as referred to in the contract.
- 14 The specification given is only intended to cover the principal requirements and is not to be taken as complete in details. The equipment/material should be complete in all respects as per the contractor's requirements and to be commissioned/supplied to the entire satisfaction of the Engineer-in-Charge or his authorised Officers of Cochin Port Authority.
- 15 The quoted price shall be inclusive of all taxes and duties. The offer shall also include other charges such as packing, forwarding, freight, transit insurance etc. for delivery, commissioning and handing over of the items to Cochin Port Authority.. Any statutory variation in the rate of tax and duties from the date of supply order but within the stipulated time of delivery shall be paid and deducted as the case may be to the supplier subject to production of documentary evidence. Statements such as "all taxes and duties applicable will be extra" should be avoided. Cochin Port Authority does not have any concessional forms, such as 'C' and 'D' forms. The rates quoted should be firm without any price variation clauses. All information required to arrive at the cost of equipment/material, ready to hand over at Cochin Port Authority should be included in the offer.
- 16 Any penal interest, penalty or fine payable / paid by the contractor to the Tax Authorities on the taxes and duties shall not be paid / reimbursed by the Cochin Port Authority under any circumstances.
- 17 Supplier to inform himself fully: The supplier shall be deemed to have carefully examined the general conditions of contract, technical specifications, and form of tender and information



d himself fully regarding the conditions in which the contract is to be executed, the rules and regulations and all other matters and things affecting the cost of supply and satisfied himself fully regarding the sufficiency of his tender to cover all his obligations under the contract.

- 18 The supplier shall ensure the coverage of **Transit insurance** while raising the RR/LR etc. Materials brought by the supplier to Cochin Port Authority shall be insured at his own cost and the contractor will in no way be responsible for the loss / damages to the materials in connection with supply, assembling, commissioning, testing, guarantee repairs etc
- 19 **Award of Contract:** The Cochin Port Authority shall award the contract to the tenderer whose offer is substantially responsive to the tender document and has been determined to be the lowest evaluated tender. Cochin Port Authority reserves the right to accept the tender in part or to accept tender of different tenderers for each line item of the price schedule.
- 20 **Notification of Award:** Prior to expiry of tender validity or extended validity, the Cochin Port Authority shall place Purchase Order. Until a formal contract is prepared and executed, the notification of award and form of tender shall constitute a binding contract.
- 21 **Security Deposit:** The successful bidder is required to submit Security Deposit within **21 Days** from the date of receipt of Letter of Acceptance (LoA), to guarantee fulfillment of performance and the obligations of the contract, in any one of the following forms: (i) Account Payee Demand Draft from a Commercial Bank in favor of FA & CAO, Cochin Port Authority (ii) Irrevocable and unconditional Bank Guarantee on a **stamp paper of value Rs.100/-** from Commercial Bank as per the format enclosed as **Annexure- I** of the bid or (iii) On-line payment to the Bank Account of Cochin Port Authority. The value of Security Deposit shall be equivalent to **10%** of the total contract value. In case the Security Deposit is furnished in the form of Bank Guarantee, the same should remain valid for a period of 60 days beyond the completion of contract period (guarantee period). Cochin Port Authority is not bound to pay interest on Security Deposit furnished by the successful bidder. In the event of the Contractor failing to honour any of the commitments entered into under this Contract, Cochin Port Authority shall have the unconditional option to encash the Security Deposit. The bank shall be obliged to make payment to Cochin Port Authority upon demand. In the event of the bidder, after the issue of the communication of acceptance of offer by the Board, failing / refusing to execute the agreement as hereinafter provided, the bidder shall be deemed to have abandoned the contract and such an act shall amount to and be construed as the Contractor's calculated and the wilful breach of the contract, the cost and consequence of which shall be to the sole account of the bidder; upon such an event the Board shall have full right to claim damages. The Security Deposit provided by the successful contractor will be refunded after satisfactory completion of the contract period (guarantee period) and on submission of Security Deposit for 10 % of the total Cost of Contract for a period of 3 years.
- 22 **Contract Agreement:** The successful tenderer will be required to execute an agreement at his expense on **Kerala Stamp Paper** worth **Rs.200/-** (Rupees Two Hundred only) in the format FORM I FORM OF AGREEMENT for the due and proper fulfillment of the contract, within 7 days from the date of issue of purchase order. Pending preparation and execution of the contract agreement as above, the tender submitted by the supplier together with Purchase Order and Letter of Intent issued by Senior Deputy Materials Manager accepting the tender shall constitute a binding contract between Cochin Port Authority and the Supplier.
- 23 **Completion period:** Items should be supplied and completed the contractual obligations within the time stipulated in this tender document. However the Supplier should make all efforts to complete the contract as early as possible. If the work is not completed within the stipulated time, liquidated damages, as per clause 3.11 will be applicable.
- 24 **Liquidated Damages:** Time is essence of this contract. In the event of failure to supply items complete in all respects as per specifications, as ordered, within the completion period stipulated in the order / tender, the supplier would be liable to pay liquidated damages. The

extension of time granted by Cochin Port Authority for completion of supply, due to reasons attributable to the supplier, will not exonerate the supplier from his liability to pay liquidated damages. The supplier shall pay to the Board of Trustees of Cochin Port as liquidated damages an amount as penalty for the delay, a sum equivalent to ½ % (one half percent) of the contract price for the item(s) per week for such delay or part thereof, the maximum of which shall not exceed 10 % (ten percent) of the contract price. The liquidated damages fixed as above shall be considered as reasonable compensation without any actual proof of loss or damage. The Board of Trustees of Cochin Port shall have power to deduct such sum from any money due to the Supplier.

Variations made in the supply shall not be an excuse for delay in completing the supply. The Supplier shall prevent the deduction of the said liquidated damages, unless an extension of the completion period shall have been granted by Cochin Port Authority, in writing in respect of such variations. The liquidated damages paid / deducted as above shall not relieve the supplier from the obligation to complete the supply order / contract or from other obligations and liabilities under the contract.

- 24.1 If the contractor fails to deliver the items/work or any part thereof within the period fixed or such delivery or as extended to the maximum of 20 weeks, or at any time repudiates the contract before the expiry of the contract, the Cochin Port Authority may without prejudice to its own rights, either cancel the contract or a portion thereof and have the supply completed without further notice, at the contractor's risk and expenses, as Cochin Port Authority may deem best suited to the interest of the Board. In such case the contractor shall have no claim to compensation for any loss that he may incur in any way and shall not be entitled to any gain on repurchase made against default. He shall be liable for any loss that the Board may sustain on this account.
- 24.2 Extension of time: If at any time during performance of the contract, the contractor should encounter conditions impeding timely delivery of the goods or completion of related services, the contractor shall promptly notify the Cochin Port Authority in writing of the delays, its likely duration and its cause. As soon as practicable after receipt of the contractor's notification, the Cochin Port Authority shall evaluate the situation and may at its discretion extend the contractor's time for performance, in which case the extension shall be ratified by the Board by amendment of the contract.
- 24.3 Except in case of force majeure, as provided under clause - 25, delay by the contractor in the performance of its delivery and completion of obligations shall render the contractor liable to imposition of liquidated damages pursuant to clause 24.
- 25 **Force Majeure:** Neither party hereto shall be held responsible for any delay or failure to perform any or all of the obligations imposed upon such party caused by Force Majeure. In such case, the time for performance of such obligations of the other party, to the extent that they are directly or indirectly affected by such occurrence, will be extended by a period equal to that of the delay. Notification of a circumstance of Force Majeure shall be given by Fax/e-mail addressed to the other party within 10 working days of its occurrence. This Fax/e-mail shall be confirmed by letter and dispatched within 4 weeks along with a certificate from the relevant Chamber of Commerce confirming the existence of the circumstance of the Force Majeure. Only the following shall be considered as Force Majeure if they intervene before contractual delivery date and impede performance. Acts of God, war, revolutions, fire, floods, epidemics, quarantine restriction, freight charges and acts of State (excluding power cuts). However, should such a delay even if due to Force Majeure be protracted for more than three (3) months, Cochin Port Authority may cancel the contract, subject to the consent of the Supplier, at no charge to Cochin Port Authority.
- 26 Materials brought by the supplier to Cochin Port Authority shall be insured at his own cost and the Port will in no way be responsible for the loss / damages to the materials in connection with supply, assembling, commissioning, testing, guarantee repairs etc.
- 27 **Alterations and Additions:** Should any alterations or additions to the supply as specified in the said specifications not involving extra cost to the supplier be considered necessary or ex-

ient by either party and be mutually agreed or in writing, the supplier shall execute the same without any charge beyond the contract price. But if the Port desires any alterations or additions involving extra cost to the Supplier, the Supplier before executing the same, arrive at a mutual agreement regarding the cost and time for such alterations and additions.

- 28 **Rejections and Replacements:** All equipment/material and workmanship used and employed in carrying out this contract shall be to the entire satisfaction of the Cochin Port Authority. Any portion of equipment/material or any of the works done under this contract which may be considered to be defective or unsatisfactory or not in accordance with the said specifications shall be rejected by Cochin Port Authority and shall be replaced to the satisfaction of Cochin Port Authority at the sole expense of the Supplier.
- 29 **Royalties on Patented Articles:** The supplier shall pay all royalties and other sums of money which shall be or become due or payable in respect of any patented, registered or protected article or design which shall be used by him in or about the construction of the system and shall at all times indemnify the Board and its officers and agents from all actions, suits, demands, claims, in respect of the said royalties and other sums of money, charges, damages and expenses in any way arising there out or incidental thereto. In other words all intellectual property rights and laws shall be honoured and all liabilities there under including all expenses incidental thereto shall be met by the Supplier who shall be wholly responsible for the same, and the Board of Trustees of Cochin Port Authority not be liable and responsible in any manner.
- 30 **Indemnify against Accident and Damage:** The Supplier shall be held liable and responsible for all accidents or damages to the equipment/material during supply, installation and commissioning from whatsoever cause arising, and chargeable for anything that may be lost, stolen, damaged, removed or destroyed at any time till the equipment/material is accepted by the Cochin Port Authority. The Supplier shall also be held responsible and guaranteed to make good any damage to or defects in the said equipment/material or any portion thereof due to materials, workmanship or design which appear or become known before the expiry of the guarantee period notwithstanding that such damage / defect might not have been discovered during the tests or trials or that payment may wholly or partially have been made or that the equipment/material have been approved earlier as properly completed. Such approval by Cochin Port Authority shall not affect or prejudice the right of the Board of Trustees of Cochin Port Authority against the Supplier or be considered conclusive as to the sufficiency of such equipment/material.
- 31 **Quality of materials and workmanship:** All the equipment/materials, components, accessories etc. used shall be brand new and readily available. All items offered shall be as per approved quality and standards. They shall be of such design, size and material as to function satisfactorily under the rated conditions of operation and to withstand the environmental conditions at the site. The supplier shall supply the equipment/material according to the true intent and meaning of the specifications of the contract and complete the same to the entire satisfaction of the Cochin Port Authority.
- 32 **Responsibility for completeness:** Any fittings or accessories which may not be specifically mentioned in the specification but which are usual or necessary for the equipment/material, to be provided by the supplier without extra charge and the equipment/material must be complete in all details.
- 33 **Work on Sundays and Holidays:** No delivery of equipment/materials shall be carried out on Sundays and other holidays and beyond working hours on working days without the sanction in writing of the officer concerned. The working hours of the Port Authority are from 8:00 AM to 05:00 PM on all week days with half an hour interval between 12 noon to 12.30 PM.
- 34 **Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss:** All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Cochin Port Authority, without reference to the actual loss or damage sustained and whether or not any damage

It have been sustained.

- 35 **Guarantee:** The FR BAS shall be guaranteed for a period of **Three Years** from the date of issue of Operational Acceptance by the Engineer in Charge for the successful installation of Face Readers, Enrolment of employees and installation of relevant software by Cochin Port Authority. In the event of any defect or deficiency being noticed in the functions of the item, which is attributable to the defective materials, design or workmanship, during the guarantee period, the supplier shall make good the same at his cost. The supplier shall supply new items to replace any item that may be proved to have been so defective, free of cost to Cochin Port Authority. The cost of all replacement of such defective parts or materials, including freight, insurance, clearance, customs duty, sales tax, delivery charges etc. shall be borne by the supplier. If the supplier does not respond to guarantee claim within seven days of intimation of defect, the guarantee period of the same shall be extended beyond the normal period by such period, not exceeding the period of idleness, as the Sr. Dy. Materials Manager of the Port Trust will decide. The comprehensive warranties of the Face readers also include warranty for its accessories such as adapters, cables and batteries. The replacement of the defective items should be done by the contractor free of cost during the warranty period.
- 36 **Changes in constitution of firm:** In the case of a tender by partners, any change in the constitution of the firm shall be forthwith notified by the Supplier to the Senior Deputy Materials Manager for his information.
- 37 **Governing Law:** The contract shall be governed by and interpreted in accordance with the law of India, unless otherwise specified in special conditions of contract.
- 38 **Disputes if any shall be under the jurisdiction of courts in Cochin Corporation limits only.**
- 39 **Termination:** The Contract shall be terminated under following circumstances:
- 40 **Termination for Default:** The Cochin Port Authority, without prejudice to any other remedy for the breach of Contract, by written notice of default sent to the Contractor, may terminate the contract in the whole or in part:
- 41 If the contractor fails to deliver any or all the Goods within the period specified in the Contract or within the any extensions granted by the Cochin Port Authority pursuant to Clause 3.14 and thereafter.
- 42 If the contractor fails to perform any other obligation under the contract
- 43 If the contractor, in the judgment of the Cochin Port Authority has engaged in fraud and corruption, in competing for or in executing the contract.
- 44 **Termination for Insolvency:** The Cochin Port Authority may at any time terminate the Contract by giving notice to the Contractor if the Contractor becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to Cochin Port Authority.
- 45 **Termination for Convenience:** Cochin Port Authority, by notice sent to the Contractor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Cochin Port Authority's convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective.
- 46 **Income Tax Deduction:** Deduction of Income Tax shall be made from any amount payable to the Contractor as per the relevant provisions of the Income Tax Act.
- 47 **TDS under GST Law:** As per GST Notification No. 50/2018 dated 13.09.2018, TDS @ 2% will be deducted from any amount payable to the Contractor, where the total value of contract is more than Rs. 2.5 lakhs.

48 Cochin Port Authority's Lien: Cochin Port Authority shall have lien on all or any moneys that may become due and payable to the contractor under these presents or in respect of any debts or sums that may become due and payable by Cochin Port Authority to the contractor either alone or jointly with another or others and either under this or under any other contract or transaction of any nature whatsoever between the Cochin Port Authority and the Contractor.

49 All statutory approvals are in the contractor's scope.

50 **Settlement of Disputes & Arbitration**

50.1 Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:-

50.2 If the Contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer in any matter in connection with or arising out of the contract or carrying out of the work to be unacceptable, he shall promptly within 15 days request the Engineer in writing for written instruction or decision. Thereupon, the Engineer shall give his written instructions or decision within a period of one month from the receipt of the Contractor's letter.

50.3 If the Engineer fails to give his instructions or decision in writing within the aforesaid period or if the Contractor is dissatisfied with the instructions or decision of the Engineer, the Contractor may, within 15 days of the receipt of Engineer's decision, appeal to the Chairman who shall afford an opportunity to the Contractor to be heard, if the latter so desires, and offer evidence in support of his appeal. The Chairman shall give his decision within 30 days of receipt of Contractor's appeal. If the Contractor is dissatisfied with this decision then:

50.4 The Dispute in respect of contract of value upto Rs. 1crore shall not be referred for adjudication through Arbitration and

50.5 If the value of the contract is exceeding Rs. 1 crore and upto Rs.5 crores, the Dispute shall be resolved through arbitration as follows;

**(i)** The Parties together shall appoint a Sole Arbitrator by mutual consent to resolve the dispute as per the provisions of the Arbitration and Conciliation Act, 1996. The award of the Arbitrator so appointed shall be final and conclusive and binding on all the Parties to the Agreement subject to as amended from time to time or any statute or re-enactment thereof for the time being in force. The Arbitrator may, with the consent of the Parties extend the time, from time to time, to make and publish award in the case may be.

**(ii)** If the Arbitrator so appointed is unwilling to act or resigns the appointment or vacates his office due to any reason whatsoever, another Sole Arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

50.6 If the value of the Contract is above Rs. 5 crores, the Contractor shall within 30 days of receipt of the decision of the Chairman, appoint an arbitrator and give notice to the Chairman and the dispute shall be resolved through Arbitral Tribunal as detailed below:

50.6.1 The Arbitral Tribunal shall be a panel of three arbitrators, one to be appointed by each party and the third to be appointed by the two Arbitrators appointed by the Parties. A Party requiring Arbitration shall appoint an Arbitrator in writing, inform the other Party about his appointment and call upon the other Party to appoint its Arbitrator. If the other Party

s to appoint its Arbitrator, the Party appointing Arbitrator shall take steps in accordance with Arbitration and Conciliation Act, 1996 or any statutory modifications or reenactment thereof.

50.6.2 In case of the dispute or difference is relating to interpretation and application of the provisions of commercial contract between Central Public Sector Enterprises (CPSE), Port Authority inter se or CPSE and Government Department shall be referred by either party for arbitration to the Permanent Machinery of Arbitrators in the Department of Public Enterprises through the Secretary to the Government of Public Enterprises as per the guidelines issued by Department of Public Enterprises OM No.4 (1) 2011- DPE (PMA) - GL dated 12.06.2013 or any statutory amendment thereof.

51 It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Chairman of the appeal.

52 It is also a term of this contract that no person other than person / persons appointed as arbitrator / arbitrators and if for any reason that is not possible, the matter shall not be referred to arbitration at all.

53 It is also a term of this contract that if the Contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving intimation from the Engineer that the final bill is ready for payment, the claim of the Contractor shall be deemed to have been waived and absolutely barred and the Employer or his authorized representative shall be discharged and released of all liabilities under the contract in respect of these claims.

54 The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or reenactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

55 It is also a term of this contract that the Arbitrator / Arbitral Tribunal shall adjudicate only on such disputes as are referred to him/them and give separate award against each dispute and amount referred and in all cases where the total amount of the claims by any party exceeds Rs. 1,00,000/- the arbitrator shall give reasons for the award.

56 It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties.

57 It is also a term of the contract that the arbitrator/arbitrators shall be deemed to have entered on the reference on the date he / they issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be at Cochin. The fees, if any, of the arbitrator shall, if required to be paid before the award is rendered and published, be paid half and half by each of the parties. The cost of the reference and the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any party by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.”.

58 **Conciliation and Settlement Committee (CSC)**

In the event of any dispute or differences between the Port Authorities and the Contractor, which could not be resolved amicably by mutual consultations / Arbitration, then the Chairman of Cochin Port Authority may refer such unresolved disputes or differences to the Conciliation and Settlement Committee comprising of independent subject experts, constituted by the IPA and adopted by the Board of Major Port Authority for Cochin Port in its meeting dated 02.03.2022, to enable speedy disposal of pending / new cases.

58.1 Either the Port or the contractor may send a reference about the dispute to the other party. The party initiating conciliation shall send to the other party a written invitation to settle or conciliate under this Part, briefly identifying the subject of the dispute. The concerned Technical Division in the Port shall send a request or response within 7 working days if a reference is received from the contractor thereby inviting the Contractor to depute a team of their representatives to interact with the Contract Management Division (CMD) constituted by each Port.

58.2 The procedure for referring disputes to the CSC will be as per the guidelines issued by IPA dated 05.10.2021 and subsequent amendment dated 21.03.2022. Recourse to such conciliation

shall be open before, during or after the arbitration proceedings. The award of the Conciliatory Committee / Council, if agreed by both the parties, shall then be placed for consideration of the Board of Major Port Authority for subject to the delegation of powers.

## **V. SPECIAL CONDITIONS**

The **Special Conditions will override the General conditions of contract** wherever they differ.

- 1.** Detailed Technical Specifications with Brand and Model no. along with brochure of the offered FR- BAS should be submitted along with the bid.
- 2.** The bidder has to provide the details of successful implementation with contact address and phone numbers of the past installations of the offered/similar products/Face readers.
- 3.** Financial Evaluation: The Financial evaluation of the lowest offer will be based on the total cost quoted for the Supply, Installation, Configuration, Testing and Implementation of Face Recognition based Bio-metric Attendance System and cost of total AMC for 3 years and order will be placed on the overall lowest offer.
- 4.** Terms of delivery: F.O.R at Site, Divisional stores, Cochin Port Authority, Willingdon Island, Cochin- 682009, Kerala State.
- 5.** Delivery period: **90 Days** from the date of order.
- 6.** Payment terms: 100% payment will be made within 30 days from the date of Completion of SITC and implementation of Face Recognition based Bio-metric Attendance System at site to the entire satisfaction of Engineer-In-Charge of Cochin Port Authority.
- 7.** Sr. Dy. Director, EDP Division shall be the Engineer-In-Charge for this procurement. .
- 8.** Consignee: Asst. Engineer (M), Materials Management Division, Cochin Port Authority, Willingdon Island, Cochin- 682009, Kerala State, Contact No: 0484 258-2471/74/70. Email-ID - [ashkumar@cochinport.gov.in](mailto:ashkumar@cochinport.gov.in)/[sunilkumar@cochinport.gov.in](mailto:sunilkumar@cochinport.gov.in).
- 9.** Invoice should be addressed to: The Sr. Dy. Materials Manager, Materials Management Division, Cochin Port Authority, Willingdon Island, Cochin- 682009, Kerala State.
- 10. Income Tax Deduction**: Deduction of Income Tax shall be made from any amount payable to the Contractor as per the relevant provisions of the Income Tax Act.
- 11. TDS under GST Law**: Tax shall be deducted under GST law as per prevailing rate.
- 12.** Unloading of the items at site shall be arranged by Cochin Port Authority. No additional payment other than the quoted rates shall be paid.

## **VI. CONDITIONS OF ANNUAL MAINTENANCE CONTRACT**

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1. The Comprehensive Annual Maintenance Contract (AMC) for 25 Nos. FR-BAS including Time attendance Software, Geo Fencing/Geo Tagging Software/Web App shall commence after the satisfactory completion of Three years Warranty period.
2. The Letter of Acceptance (LOA) for AMC for a period of 3 years will be issued at the end of Three years Warranty period.

3. Performance Guarantee: The successful bidder shall remit the Security Deposit of 10 % of the total Cost of AMC within 21 (Twenty One) days from the date of issue of LOA for a period of 3 years
4. Agreement: The successful tenderer will be required to execute an agreement at his expense on **eralia Stamp Paper** worth Rs.200/- (Rupees Two Hundred only) for the due and proper fulfilment of the AMC contract, within 30 days from the date of issue of LOA for AMC.
5. The Security Deposit of 10 % of the total Cost of AMC will be released after satisfactory completion of the AMC work duly certified by the Engineer in Charge of the Project or the authorized representative of the employer.
6. The payment for AMC: - The Half yearly payment for AMC will be released on satisfactory completion of every six months period, upon certification of Engineer in charge or the authorized representative of the employer.
7. In the case of breach of contract / the Contractor fails to carry out the AMC to the satisfaction of the Engineer in Charge or the authorized representative of the employer, the Security Deposit will be forfeited and the Employer will arrange to carry out the balance AMC at the risk & cost of the Contractor.
8. PENALTY / Liquidated Damages: During the AMC period of 3 years, the BAS shall be fully operational and should give the required output. If the system is rendered non-operational during the time a penalty @ ½% per week or part thereof will be levied for the non-operational days on the proportionate AMC cost for the No of machines under breakdown / non operation.
9. TERMINATION OF CONTRACT: The AMC will be terminated prior to the completion of the AMC period by the Employer by giving a 15 days advance notice in the case of breach of any contract conditions which result in the nonfunctioning of the machines.

## ANNEXURE

### PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT

(TO BE EXECUTED ON STAMP PAPER WORTH RS.100/-)  
GUARANTEE BOND NO. \_\_\_\_\_

In consideration of the Board of Major Port Authority for Cochin Port (hereafter called the "Cochin Port Authority" which expression shall include their successors and assignees) having accepted the bid No..... dated .....submitted by M/s...(name & address of supplier)....(hereafter called " the said bid") for .....(name of work)..... as per the Sr. Dy. Materials Manager, Cochin Port Authority's Purchase Order No: ----- dated ..... and having agreed to exempt .....  
.....(name & address of supplier)..... (hereinafter called as the "Supplier (s)" which expression shall include their successors and assignees) from the demand under the terms and conditions of the said bid and the agreement to be executed between the Port Authority and the said supplier and which shall include any amendments, alterations or additions made with the mutual consent between the parties (hereinafter called " the said agreement") of Security Deposit for the due fulfilment of the said supplier(s) of the terms and conditions contained in the said bid and Agreement, on production of a Bank Guarantee for Rs. ....(Rupees) only).

We, ..... (Name of Bank) (hereinafter referred to as "the Bank") do hereby undertake to pay to the Cochin Port Authority an amount not exceeding..... (Rupees).....only) against any loss or damage caused to or suffered by the or would be caused to or suffered by the Cochin Port Authority by reason of any breach of the said Supplier(s) of any of the terms or conditions contained in the agreement.

We, ..... Bank Ltd., do hereby undertake to pay ..... amounts due and payable under this guarantee without any demur, merely on a demand from



Cochin Port Authority stating that the amount claimed is required to meet the recoveries due only to be due from the said supplier(s). Any such demand made on the Bank shall be conclusive 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. ....

We,..... Bank Ltd., undertake to pay to the Cochin Port Authority any money so demanded notwithstanding any dispute or disputes raised by the supplier(s) in any suit proceeding pending before any court or Tribunal relating thereto, our liability under this present bond being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the supplier(s) shall have no claim against us for recovering such payment.

We ..... Bank Ltd., further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Cochin Port Authority under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer - in - charge on behalf of the Cochin Port Authority certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said supplier(s) and accordingly discharges this guarantee.

We,..... Bank Ltd., further agree with the Cochin Port Authority that the Cochin Port Authority shall have the fullest liberty without our 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 supplier(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Cochin Port Authority against the said supplier(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said supplier (s) or for any forbearance act or omission on the part of the Cochin Port Authority or any indulgence by the Cochin Port Authority to the said supplier(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have the effect of so relieving us.

This guarantee will not be discharged due to the change in the constitution of the Bank or the supplier.

We,..... Bank Ltd., lastly undertake not to revoke this guarantee except with the previous consent of the Cochin Port Authority in writing.

This guarantee shall be valid up to ..... unless extended on demand by Cochin Port Authority. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.....(Rupees.....) and unless in claim in writing is lodged with us within six months of the date of expiry or the ended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

SIGNATURE

Dated the .....day of.....  
for ..... Bank Ltd.

**Annexure**

AGREEMENT NO..... OF 2024

This agreement is made at Cochin on this the----- (date) day of -----(month), Two Thousand and Twenty Three between M/s. .... represented ----- aged ----- years, son of S----- residing at ----- (House name and No.) -----

istrict ----- State ----- (hereinafter referred to as "The Supplier" which expression shall include their successors, assignees and administrators) of the one part AND the Board of Major Port Authority for Cochin Port constituted under the Major Port Authorities Act, 2021 represented by the Chief Mechanical Engineer (hereinafter referred to as "The Employer" which expression shall include their successors, assignees and administrators in the office) of the other part

Whereas the "Employer" had called for the Bids for supply .....through GeM portal with Bid Number: .....and the supplier have submitted a bid for the same giving the rates subject to the terms and conditions etc. And whereas the said bid of the supplier has been accepted by the employer and a GeM Contract No: ..... dated: ..... has been issued to the supplier accepting the bid subject to GeM Bid Document Conditions and such other Contract Documents. And as per one of the terms of the above Contract, an agreement has to be executed between the supplier and the employer

NOW THESE PRESENTS WITNESES AS FOLLOWS:

1. The supplier hereby agrees to supply .....as described in the GeM Bid Document at the rates shown there under subject to GeM Bid Document all hereunto annexed within **90 days** from the date of receipt of Contract/Purchase Order or in default to forfeit and pay to the employer the sum of money mentioned in the said conditions.

The supplier has furnished Security Deposit through..... in lieu of Security Deposit for the due and proper fulfilment of the contract. The supplier further agrees that the aforesaid Security Deposit shall be kept valid until sixty days beyond the expiry of the Guarantee Period. The supplier also agrees that the amount remitted in lieu of Security Deposit for the due and proper fulfilment of the contract will be suitably enhanced so as to cover 10% of cost of any additional items/works that may be required for the proper completion of the contract or otherwise the employer can deduct such additional amounts towards Security Deposit from the supplier's bills.

The following documents shall be deemed to form and be read and construed as part of this agreement viz:

- 1.
- 2.
- 3.

The Conditions given in the Contract/Purchase Order dated : ..... shall over-ride the GeM Bid terms and conditions given in the Bid document, wherever they differ. Any of the counter terms or conditions of the supplier shall not be taken as terms and conditions of this contract/agreement unless Cochin Port in writing specifically agree to it.

IN WITNESS WHEREOF THE SUPPLIER hereunto set his hand and seal And on behalf of the Board of Major Port Authority for Cochin Port, the Chief Mechanical Engineer has set his hand and seal and common seal of Cochin Port as has been hereunto affixed the day and year first written above.

Signed sealed and delivered

By

.....

SUPPLIER

M/s.

Signed and affixed seal in the presence of:

Signature with address:

Signature with address:

R Signed, sealed and delivered by EMPL  
The Chief Mechanical Engineer,  
Cochin Port Authority on behalf of  
Board of Major Port Authority for Cochin Port.

Signed and affixed the common  
Seal of Board of Major Port Authority for Cochin Port  
in the presence of  
1)

2)

## **Disclaimer/अस्वीकरण**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority, Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience

11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

**All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Minimum Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.**

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला : प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

**---Thank You/धन्यवाद---**