

MUMBAI PORT AUTHORITY
MECHANICAL AND ELECTRICAL ENGINEERING DEPARTMENT
MATERIALS MANAGEMENT DIVISION

Sub : Corrigendum to GeM Bid No.GeM/2024/B/5393232 due on 08.10.2024 published for Supply, Commissioning of Intrinsically Safe & Non-Intrinsically safe Handheld Trans Receiver sets (Walkie Talkies)

Sr. No.	Existing Condition	Revised Condition
1	Buyer Added Bid Specific ATC Scope of Work 2.Specifications C. Receiver Specifications 5.Audio Output - 500Mw minimum	Buyer Added Bid Specific ATC Scope of Work 2.Specifications C. Receiver Specifications 5.Audio Output - 1000Mw minimum
2.	Buyer Added Bid Specific ATC Scope of Work 2.Specifications A.General Specifications 4.Battery Capacity - 2200 MAH or better of original OEM	Buyer Added Bid Specific ATC Scope of Work 2.Specifications A.General Specifications 4.Battery Capacity - 2000 MAH or better of original OEM
3.	ADDITIONAL CONDITIONS 8.The manufacturer's Equipment Type Approval (ETA) certificate obtained from the Wireless Planning and Co-ordination (WPC) wing should accompany with bid to ensure regulatory compliance.	ADDITIONAL CONDITIONS 8. Certification of Telecommunication Engineering Center (TEC) should accompany with bid to ensure regulatory compliance.
4.	Also, request you to clarify for the delivery period of 15 days for CAMC for Sl. No. 5 to 9 in specification document.	In CAMC, set to be repaired and delivered as mentioned in SLA.

All other terms and conditions stand unchanged.

MUMBAI PORT AUTHORITY
MECHANICAL AND ELECTRICAL ENGINEERING DEPARTMENT
ELECTRONICS AND TELECOM DIV

Sub: GEM BID NO.GEM/2024/B/5393232

- Supply, Commissioning of Intrinsically Safe & Non-Intrinsically safe Handheld Trans Receiver sets (Walkie Talkies) at MbPA.
- Regarding publication of pre-bid reply on GEM portal


The GEM Bid no. .GEM/2024/B/5393232 towards subject work is published on GEM Portal and Pre-bid meeting was arranged on 27.09.2024 at the CME office ABB building, 1st Floor to address the queries raised by bidder who attended the meeting.


2. Total 4 bidders attended the pre-bid meeting as under:

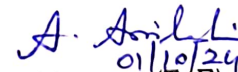
- (i) M/s.E-BIZ Solution Pvt Ltd
- (ii) M/s. AIRTEL Communication
- (iii) M/s.ARYA Comm & Elect Ser Pvt Ltd
- (iv) M/s Sheetal Wireless Tech Pvt Ltd

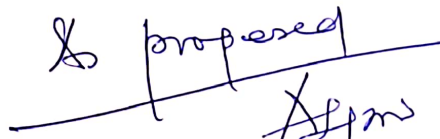
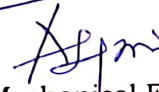
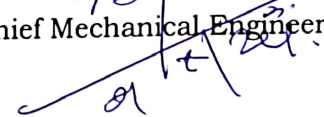
3. The reply to the queries raised by each bidders is enclosed herewith.

4. Chief Mechanical Engineer's sanction is requested to the reply prepared towards queries made by all bidders who were present during the meeting and to publish the same on GEM Portal.


1/10/2024.
AEE(T/E)


1/10/2024
EE(T/E)


01/10/24
Dy.Manager(T/E)


Proposed

Chief Mechanical Engineer


Reply to the queries raised by bidders during Pre Bid Meeting held on 27.09.2024 for GEM BID NO.GEM/2024/B/5393232

Sr. No	Tender Description	Query's raised by Bidder	MbPA's Reply
1.	MII purchase preference (Minimum 50% and 20% local content required for qualifying as Class 1 and Class 2 local supplier respectively)	We would request you to remove this clause. Please be informed that there are no reputable manufacturers of VHF intrinsically safe & non – intrinsically safe radios in India. Most suppliers claiming to be “Make in India” actually import from China illegally, offering sub-standard / poor quality radios. Our product is from Kenwood, Japan, known for its superior quality, albeit not manufactured in India, would therefore request you to remove this clause. Further the clause mentioned in tender i.e., (minimum 50% and 20% local content required for qualifying as Class 1 and Class 2 local supplier respectively) is restricting all the major reputed manufacturers like us to participate in tender.	Clause of Make in India cannot be removed from the GEM bid as per Public Procurement Policy issued by the Department for promotion of Industry and Internal Trade (DPIIT), Government of India vide O.M.No.45021/2/2017-PP(BE-II) dated 04.06.2020 vide clause no.4 & 10A.
2.	GEM GTC clause 26 regarding restriction on procurement from a bidder which shares a land border with India	If any bidder claims himself as an Indian manufacturer, we would suggest that the bidder has to submit a copy of Transfer - of – Technology (TOT) document along with technical bid.	The clause no.26 of GEM GTC is applicable to all the bidders and will be followed.

3.	Delivery Period	<p>1. We would request you that the delivery period for supply of material i.e., 90 days be reckoned from the date of receipt of valid WPC DL copy and any delay from WPC pertaining to DL issuance shall not be into account of bidder for penalty for delay in supply.</p> <p>2. Also, request you to clarify for the delivery period of 15 days for CAMC for Sl. No. 5 to 9 in specification document.</p>	<p>Accepted by all bidders for delivery period of 90 days from the date of issue of WPC licence by MbPA. However Tender condition prevails.</p> <p>In CAMC set to be repairs and delivered as mentioned in SLA</p>
4.	Buyer Added Bid Specific ATC; Scope of Work; 2. Specifications; clause no. 6 ; The bidders should certify the standard life of VHF sets and carry out repairs/services as and when required during standard lifetime (CAMC period).	Request you to provide clarification on this clause.	Bidder should have back to back support & should have undertaking from OEM to provide service support during CAMC for the period of 5 years after free warranty period of 2 years.
5.	Buyer Added Bid Specific ATC ; Scope of Work ; 2. Specifications ; Receiver specifications 5. Audio output 500 Mw minimum	We would request you to amend the audio output to 1000 Mw minimum for better voice clarity and audio response.	Clause is amended the audio output to 1000 Mw minimum
6.	Point No 8: The Manufacturer's Equipment Type Approval (ETA) certificate obtained from the Wireless Planning and Co-ordination (WPC)	Which is not required for licensed items. You may ask for TEC approval.	Clause Certification of ETA is removed and required to submit Certification of TEC approval

7.	Point No 21 :Work completion period: Supply and commissioning of Intrinsically Safe & Non-Intrinsically safe Handheld Trans Receiver set (Walkie Talkies) at MbPA within 90 days from the date of issue of GeM contract.	This could be after WPC clearance.	Please refer clause no. 3
8.	Specifications: a) the inbuilt GPS,	Do you want to track the radios, do you want software for the same?	No Software required.
9.	The non-IS radios specifications	For the non-IS radios specifications are not given please suggest the specifications so that all The vendors will be on the same page for comparison.	Specifications mentioned are for IS & Non-IS VHF Sets
10.	Service Level Agreement (SLA) Point 2. Scope of Services:	Do you want us to deploy manpower during the Warrant & CAMC if yes how many people do we have to deploy? OR do we have to comply to SLA to support in one day?	Quarterly visit to MbPA VHF section for maintenance and repairs support and as when required technician should attend the complaint during Warranty & CAMC period as per mentioned in SLA
11.		We request you to please consider the complaint resolution time seven-Eight working days.	Tender condition prevails
12.		We Strongly recommend the quoted radios OEM must have a certified service centre in India to repair IS radios , and after repair again certify that those radios can be used in Hazardous Areas	The equipment IS and NIS VHF sets and radios should supply by the same manufacturer.

13.	CAMC	In CAMC you have mentioned some nos. Those no are for what is it for the batteries Or for the radios if radios then how many for IS & Non-IS radios because the repair costs of these radios are different.	These numbers of sets including all will be under CAMC
14.		The tender is not saying anything about the consumables/spare parts like battery, Charger, Helical Antenna etc. Please confirm.	All included in during warranty & CAMC periods
15.	Battery Capacity	Our Kenwood walkie-talkie sets battery has a capacity of 2,000 mAH lithium ion battery. As far as you ask for 2,200 mAH. Please issue corrigendum unable us to quote.	Clause is amended battery capacity to 2000Mah or more
16.	Delivery Period	Please consider the delivery period of 90 days from date of WPC decision letter instead of date of order through GEM. As per WPC's new guideline, we can import rado based on the decision letter of users & We can supply radio only after issue of decision letter issued by WPC.	Tender condition prevails
17.	Warranty Period	Generally OEMs provide warranty for battery & charger for one year. Not two years.	Tender condition prevails
18.	CAMC	Post Warranty for 1st, 2nd, 3rd, 4th & 5th year, you consider qty 30, 40,50 & 60, means no of radio probably you send us for repairing or else. As far as OEM service center repairing charges for IS & normal radio is different. So please consider comprehensive AMC for all radios (without battery & charger) for 5 years.	Tender condition prevails
19.		In AMC, do we have to consider the cost of consumables like battery, charger, belt clip & helical antenna? The battery has life for 900 to 1200 cycles. So during 5 years of tenure we have to replace the battery 2 to 3 times depending on usage.	Tender condition prevails

20.	PQC	For experience criteria for work order execution, please increase the duration of five years instead of 3 years or allow us to order from a bidder / any authorized dealer of the same quoted model / brand.	Tender condition prevails
21.	Forms of EMD: Bidders can also submit the EMD with Account Payee Demand Draft in favour of THE BOARD OF MUMBAI PORT AUTHORITY payable at MUMBAI Bidder has to upload scanned copy / proof of the Demand Draft (DD) along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.	Can we submit Bank Guarantee in place of Demand draft against EMD. Please confirm.	Tender condition prevails
22.	The manufacturer's Equipment Type Approval (ETA) certificate obtained from the Wireless Planning and Co-ordination (WPC) wing should accompany with bid to ensure regulatory compliance.	ETA Certificate not required for VHF Radios. Operating License is required to operate the VHF Radios. You are requested to remove this clause. ETA certificate is required for License free radios.	Clause Certification of ETA is removed and required to submit Certification of TEC approval
23.	Warranty Certificate: The supply material shall be covered under the minimum warranty of 24 months from the date of commencing. Party shall submit the Warranty Certificate for the same.	You are requested to revise the warranty clause as 24 months for Radios and 12 months for accessories / consumables like antenna, charger and battery. 12 months warranty is provided by the OEM for accessories /consumables.	Tender condition prevails

24.	Work completion period: Supply, Commissioning of Intrinsicly Safe & Non-Intrinsicly safe Handheld Trans Receiver sets (Walkie Talkies) at MbPA within 90 days from the date of issue of GeM contract.	You are requested to revise work completion period 90 days from the date of DGL approval from GOI, WPC, DOT.	Please refer clause no. 3
25.	Original leather carrying cases having belt strip.	Can we provide Indegenios leather carry case as no leather case carries any warranty and Indian/Indegenious leather case is more suitable to Indian environment conditions .	Tender condition prevails
26.	Comprehensive Maintenance through OEM	On field Comprehensive Maintenance will be by the dealer pls clarify	Tender condition prevails
27.	Penalties Penalty for Downtime: In the event of any delay in resolution of complaint of any IS & Non-IS Trans Receiver sets (Walkie Talkies) beyond three business days, 100 (Rupees One Hundred Only) per set walkie/Talkie set per day shall be levied subject to maximum amount of Rs. 1000/- per walkie/Talkie set per complaint.	Please revise the complaint resolution time from 3 days to 45 days after receipt of the faulty radios to our office.	Tender condition prevails
28.	Item Code: 8100002026 Intrinsicly Safe (IS) Battery with 2 years standard warranty.	You are requested to revise the warranty period for 1 year. OEM provides one year warranty for accessories /consumables.	Tender condition prevails

29.	Item Code: 8100002027 Non-Intrinsically Safe (NIS) Battery with 2 years standard warranty.	You are requested to revise the warranty period for 1 year. OEM provides one year warranty for accessories /consumables.	Tender condition prevails
30.	The Bidders should certify the standard Life of VHF sets	can we mention 5-7 year	Tender condition prevails
31.	The bidders have to provide the detailed specification along with catalogue and make /model number of the offered product and should submit statement showing compliance of all parameters of product specification	Motorola multiple model complies to your specifications. Sometimes there is scarcity of one model or the other .Can we quote at least two options and provide you the fastest delivery	Tender condition prevails
32.	Item Code: 8100002028 Comprehensive Annual Maintenance Contract (CAMC) after free warranty period for providing Technical Services and Maintenance of IS & Non-IS VHF sets and its associated & accessories. First year CMC.	You are requested to clarify that the quantity mentioned against each line itme in BOQ line item 5-9 is for the repair. Bidder can only bill the same against the actual nos of quantity repaired. We can only repair the radios. The consumable like battery and charger and antenna are not repairable are not covered under lien item 5-9. The same needs to be replaced by Mumbai port trust at their own cost	Tender condition prevails

PRE QUALIFICATION CRITERIA (PQC)

1 Bidder should have Average turnover of minimum Rs.36.35 lakhs in last three financial years (2021-22, 22-23, 23-24). This must be individual company turnover and not group of companies. In this regard, the bidders have to submit certification from Chartered Accountant/Cost Accountant.

2 The bidder must have successfully executed/completed (any of three options A,B,C) supply of VHF Hand held Walkie Talkie sets over the last three years i.e. the current financial year and the last three financial years : -

- A. Three similar completed services costing not less than the amount equal to Rs.48.47 lakhs
- B. Two similar completed services costing not less than the amount equal to Rs.60.59 lakhs
- C. One similar completed service costing not less than the amount equal to Rs.96.94 lakhs.

In this regard, the bidders have to submit Purchase/Contract order, Work Completion Certificate issued by the buyer and TDS certificate/ form 26AS/bank statement for proof payment.

3 Bidders will have to submit OEM Authorization/authorized dealership Certificate which will be verified with the OEM. The bidders must provide details of person issued OEM authorization letter such as name, designation, email id, address and phone number.

(Second Cover (Price Bid) will be opened for only those bidders who comply the above PQC).

ADDITIONAL CONDITIONS

1. Scope of Work: Supply and commissioning of Intrinsically Safe & Non-Intrinsically safe Handheld Trans Receiver set (Walkie Talkies) along with all accessories (Antennas, Battery charger, adapter etc.) to Mumbai Port Authority for Marine Frequencies" with 2 years OEM warranty. SLA to be entered for 2 years warranty and 5 years CAMC (after Warranty period) with penalty clause for delay in completion of complaints with User department i.e. T&E wing of P&R Division, MEED.

2. The bidders have to provide the detailed specification along with catalogue and make /model number of the offered product and should submit statement showing compliance of all parameters of product specification.

3. (A) **Forms of EMD:**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of **THE BOARD OF MUMBAI PORT AUTHORITY** payable at MUMBAI. Bidder has to upload scanned copy / proof of the Demand Draft (DD) along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date at the Materials Manager's Office, Bhandar Bhavan, 2nd Floor, Muzawar Pakhadi Marg, Mazgaon, Mumbai 400010.

(B) **Forfeiture of EMD:** Earnest Money shall be liable to be forfeited in the following circumstances:

In case the tender is accepted by Mumbai Port Authority, and the contractor fails to:

- a. Deposit the amount of initial security deposit and / or
- b. Fails to execute the contract within the stipulated period and/or
- c. Fails to supply the goods at the specified address after handing over the GeM contract or any part thereof to him and/ or
- d. Party backs out after placement of GeM contract / Purchase order.

4. A) **Security Deposit / Performance Bank Guarantee**

The successful bidder has to submit 5% of total amount as Performance Bank Guarantee valid for a period of 90 months from the date of supply and commissioning and it will be released after successful compliance. The Security Deposit / Retention Amount will be refunded only after successful execution of the GEM Contract in full satisfaction of MbPA. The successful bidder has to submit the Bank Guarantee within 15 days of award of contract.

B) Forfeiture of the Performance Bank Guarantee : MbPA will be entitled to encash the Bank Guarantee Deposit by the supplier to the Port , in any of the following events :

- a) In case of failure on the part of the supplier, at any time, during the continuance of the contract, to comply with any of the conditions herein contained, or
- b) In case of any breach of contract, or
- c) After sales service provided by the supplier during the period of warranty and CMC is found to be unsatisfactory to MbPA.

On completion of warranty and CMC period, the admissible Performance Bank Guarantee after deduction of penalty, if any, shall be released without any interest.

5 Buyer Organization specific Integrity Pact shall have to be complied by all bidders.

Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid.

6. The Bid Specific Power of Attorney (POA)(duly notarised by public notary) is required in all cases except in case of proprietorship firm if the same is signed by proprietor himself. Partnership firm should submit partnership deed. Power of attorney should be submitted on stamp paper of Rs.500/-. The format of POA is attached herewith.

7. The successful bidder has to enter into Non-Disclosure Agreement (NDA) with MbPA.
(copy is attached herewith)

8. **Certification of Telecommunication Engineering Center (TEC) should accompany with bid to ensure regulatory compliance.**

9. The bidders have to upload the price breakup of supply VHF Walkie — Talkie and CAMC charges in the given xls. format along with the financial bid submission.

10. Warranty Certificate : The supply material shall be covered under the minimum warranty of 24 months from the date of commencing. Party shall submit the Warranty Certificate for the same.

11. Payment Terms: The contractor will be paid after supply of goods and Commissioning of Intrinsically Safe & Non-Intrinsically safe Handheld Trans Receiver sets (Walkie Talkies) to MbPA and after auditing and verification of the same by Finance Department and upon complying all conditions of contract as stipulated in this tender. The payment conditions are as below:

- a) Payment of material value on delivery of materials at MbPA after testing, successful commissioning and final acceptance by the user department.
- b) Payment for CAMC shall be made on quarterly basis on submission of invoice and service report. The payment for line items from Sr. No. 05 to Sr. No. 09 as given in the bill of quantities (for CMC of 5 years) shall be made as per actuals by Telecommunication and Electronics wing of P&R Division of MEED, MbPA.
- c) MbPA reserves the right to increase the quantity of sets by 25% during the period of CAMC.

12. The rate quoted will be inclusive of all the applicable cost and taxes, if required any.

13. Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

14. MbPA's right to annul the Bidding Process :

- i) Notwithstanding anything contained in this Tender Document, MbPA reserves the right to annul the Bidding Process at any time without any liability or any obligation for such annulment, without assigning any reason.
- ii) MbPA reserves the right to invite revised Technical bid and / or revised Financial bid from Bidder without amendment of bid Document at any stage without any liability or any obligation for such invitation and without assigning any reason.
- iii) MbPA reserves the right to reject any bid without assigning any reason thereof at any time or in case of materials misrepresentation is made or uncovered or the Bidder does not respond promptly and thoroughly to request for supplemental information required for the evaluation of the tender.
- iv) MbPA reserves right to out rightly reject any bid in the following circumstances:
 - a) Bid submitted without applicable Earnest Money Deposit (EMD) / MSE — Udhyam.
 - b) Bid not fulfilling qualifying criteria (MQC)
 - c) Bid submitted without Technical and Price bids.
 - d) If they do not upload any of the certificates / documents sought in the bid documents, ATC and Corrigendum, if any

15. The Commissioning of Intrinsically Safe & Non-Intrinsically safe Handheld Trans Receiver sets (Walkie Talkies) shall be at various locations of MbPA.

16. Frequency allocation and licence upgradation, renewal, liaisoning with WPC office etc shall be done by a successful bidder. However, MbPA (T&E wing of P&R division, MEED) will only pay applicable statutory charges of licence directly to WPC.

17. Bidder should not be blacklisted in any organisation in PSU / State Govt / Central Govt / Banks / Research Institute in India. Bidder should submit self-declaration for this.

18. Bidder should provide Escalation Matrix for service support and provide Toll free number for registering complaints.

19. Post Tender Clarifications: The bids will be evaluated on the basis of relevant documents uploaded along with the offer. All the documents indicated in the check list shall be uploaded.

20. MbPA reserves the right to call for any shortfall documents.

21. Work completion period: Supply, Commissioning of Intrinsically Safe & Non-Intrinsically safe Handheld Trans Receiver sets (Walkie Talkies) at MbPA within 90 days from the date of issue of GeM contract.

MUMBAI PORT AUTHORITY
MECHANICAL AND ELECTRICAL ENGINEERING DEPARTMENT
MATERIALS MANAGEMENT DIVISION

SCOPE OF WORK

1. Scope of work : Supply and commissioning of Intrinsically Safe & Non-Intrinsically safe Handheld Trans Receiver set (Walkie Talkies) along with all accessories (Antennas, Battery charger, adapter, etc.) at Mumbai Port Authority for Marine Frequencies" with 2 years OEM warranty. SLA to be entered for 2 years warranty and 5 years CAMC with penalty clause for delay in completion of complaints with User department i.e. E&T wing of P&R Division MEED.
2. Specifications :

Sr. No.	Specifications
1.	The sets shall be multi-channel having 255 or higher channels with a sub-spread covering a high band range 136-174 Mhz.
2.	The walkie-talkie shall be powered by an Ultra High Capacity rechargeable battery with a clip with a rapid desktop charger and an antenna.
3.	The Handheld sets & battery packs shall bear Sr. No., year of manufacture, country of origin, and other relevant information. The battery packs of the WalkieTalkie sets shall engrave the OEM logo having the corresponding details of rating, etc. Original leather carrying cases having belt strip.
4.	The Walkie-Talkie sets shall be incapable of releasing sufficient electrical or thermal energy, under normal or abnormal conditions, to cause ignition of specific hazardous atmospheres.
5.	The Walkie-Talkie sets shall meet all MIL-STD 810 C/D/E/F/G or equivalent and all other environmental standards.
6.	The Bidders should certify the standard Life of VHF sets and carry out Repairs / services as and when required during standard life time (CAMC period)
7.	The battery chargers if supplied having European/any other country's electrical 2pin/3-pin plug, should be supplied with the relevant converter of Indian standards having 2pin/3pin, 230 V, 50 Hz electrical plug of 5 Amp capacity.

Sr.No.	Item Description	Specifications
A.	General Specifications	
1.	Frequency Range	136-174 MHz
2.	Channel Capacity	255 or more Channels
3.	Channel Spacing	12.5/25 KHz
4.	Battery Capacity	<u>2000 MAH or better of original OEM</u>
5.	Duty Cycle	8 hours @5%-Transmitter, 5%-Receiver, 90%-Standby
6.	Type of Emission (Modulation)	Analog :11K0F3E Digital :4FSK or equivalent technique complying to open standard /non-proprietary Digital protocol as defined by an international standards body like ETSI/FCC etc.
7.	Protection	i) Reverse polarity protection ii) Protection against high VSWR
8.	Certificate	Bidders should provide the certificate for the product that complies with Intrinsically safe norms.

9.	Display	Required. Multifunctional alphanumeric full keypad with back light and Facility for key pad locking.
10.	Warranty	Standard 2 years warranty
11.	Programming Kit	All necessary Software and Hardware required for programming of set independently for lifelong support with regular updates
12.	Support GPS	Inbuilt GPS system should be available
13.	Case	Good quality case with belt clip & shoulder strap to house the Radio set in operation
14.	Ingress Protection	VHF Sets should be of IP-67 or better
15.	WPC Clearance to operate the Walkie-Talkie	Frequency allocation & license upgradation, renewal, liaisoning with WPC office etc shall be done by a successful Bidder. MbPA will only pay applicable statutory charges of license directly to WPC.
16.	Each unit to be supplied with	<ul style="list-style-type: none"> • High efficiency Antenna • Intrinsically Safe UL approved Battery Pack • 230 Volt input Battery Charger • Belt Clip with case • Operating Manual
17.	Hand free Kit (VOX unit with PTT)	The Sets should be compatible with earplug, Headphone, etc.
B.	Transmitter Specifications	
1.	RF Power Output	1-5 Watts (selectable)
2.	Frequency Stability	+/-0.5 ppm
3.	FM Hum & Noise	-40Db
4.	Audio Frequency Response	+1 3Db
C.	Receiver Specifications	
1.	Sensitivity	0.2 uv@12Db SINAD or better 0.2uv for 5% BER
2.	Audio distortion	< 3%
3.	Inter Modulation	60 dB or better
4 .	Adjacent Channel Selectivity	60dB @12.5KHz 70Db @25KHz
5.	Audio Output	<u>100Mw minimum</u>

Note: All statutory documents/certificate to be submitted by successful bidder along with the materials. However, necessary co-ordination will be provided by MbPA.

FORM – 3: Power of Attorney for signing of Bid (Single Entity)

(To be executed on Rs 500/- stamp paper)

Bid No. _____

Title: Procurement of Product / Service details_____

Know all persons by these presents, [We
.....(name of
the company)]
incorporated under the laws of India and having its registered office at [.....
("Company")] do hereby irrevocably constitute, nominate, appoint and authorize Mr. /Ms
(name)..... son/daughter/wife of
..... and presently residing
at..... who is presently employed with us and holding the
position of....., as our true and lawful attorney (hereinafter
referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds, matters
and things as are necessary or required in connection with or incidental to submission of our
Bid for the work of "

Product / Service details _____pursuant to the Bid No_____ issued by
the Authority (the "Authority") and for our selection as Selected Bidder including but not
limited to signing and submission of all Bids and other documents and writings, participate in
pre-bid conferences and other conferences and providing information/responses to the
Authority, representing us in all matters before the Authority, signing and execution of all
contracts including the Agreement and undertakings consequent to acceptance of our Bid, and
generally dealing with the Authority in all matters in connection with or relating to or arising
out of our Bid for the said Project and/or upon award thereof to us and/or till the entering into
of the Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deed,
matters 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.

Capitalised terms not defined herein shall have the meaning assigned to them under the tender.

**IN WITNESS WHEREOF POWER OF ATTORNEY ON
THIS. THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS DAY
.....OF....., 2024**

For

(Signature)

(Name, Title and Address)

Witnesses: (Notarised)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- 1. The scanned copy of Power of Attorney for signing of Bid must be submitted.**
- 2. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.**
- 3. Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.**
- 4. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the an Embassy if it carries a conforming Apostille certificate.**

NON - DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT ("Agreement") made at Mumbai the _____, day of _____, 20____ for the GeM Contract No. _____

By and between:

The Board of Mumbai Port Authority, a statutory corporation, constituted under Major Port Authorities Act ,2021 , under the Laws of India and having its principal place of business at Port House, S.V. Road, Ballard Estate, Mumbai – 400 001 (hereinafter referred to as “CLIENT”) which expression shall unless repugnant to the context or meaning hereof, be deemed to include its successors and assigns of the First Part;

And

[insert name of Contractor], [incorporated under] the laws of [insert: country of Contractor] and having its principal place of business at [insert: address of Contractor] (hereinafter called “the Contractor”).

CLIENT and the Contractor are individually referred to as a "Party" and collectively as "Parties")

WHEREAS:

1. **CLIENT** is engaged in business of providing services to the shipping fraternity, cargo handling and port operations.
2. **CONTRACTOR** is engaged by the Client for providing services/ works.
3. **CLIENT** is desirous of availing services of the Contractor. In course of discussion, implementation and providing the Services, Parties will have access to the confidential and / or proprietary data / information of each other. In consideration there of parties undertake to respect the confidentiality of this confidential information under the terms and conditions set out hereunder.
4. The party disclosing the confidential information is hereinafter referred to as the “Furnishing Party” and the party receiving the confidential information is hereinafter referred to as “Recipient/Receiving Party”.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY & BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The proprietary and confidential information to be accessed by and received by the parties shall be subject to the terms and conditions set out herein below:
Any and all oral, written, electronic, graphic or machine – readable information including, but not limited to, that which relates to patents, patent applications, research, product plans, products, developments, inventions, processes, designs, drawings, engineering, formulae, markets, software (including source and object code), hardware configuration, computer programs, algorithms, business plans, agreements with third parties, services, customers, business, financial, and operational and any other information or data, or a combination of any of them accessed by or supplied to the “Receiving Party” by, or at the direction of the “Furnishing Party” including any copies, excerpts, notes, memoranda, summaries, analysis or compilations or a combination of two or more of these generated

by the Receiving Party (collectively, the “Information”), will be treated as confidential as provided in this Agreement.

2. For purposes hereof, “Information” shall not include:

- (a) Information in the public domain at the time that it was provided by the Furnishing Party or which subsequently came into the public domain other than as a result of breach of this Agreement;
- (b) Information obtained from a third party who is authorized to do so;
- (c) Information independently developed by the Receiving Party without reference to the Information; or
- (d) Information in the possession of the Receiving Party prior to its disclosure by the Furnishing Party to the Receiving Party.

3. All Information:

- (a) Shall remain the property of the Furnishing Party;
- (b) shall be treated as confidential by the Receiving Party, and the Receiving Party shall take such action as shall be necessary or desirable to preserve and protect the confidentiality of the Information and in any event using means not less than those used to protect its own confidential information;
- (c) Shall be used solely for purposes as provided in this Agreement, and for no other purpose; and
- (d) shall not be disclosed to any third party other than the Receiving Party and such of its officers, directors, employees, financial advisors, accountants or attorneys necessary on a “need to know” basis (each an “Authorized Person”) without the Furnishing Party’s prior written consent, and provided that each such employees/personnel/consultants has agreed to maintain the confidentiality of the Information in accordance with the terms hereof;
Provided however, that prior to disclosing the Information, the Receiving Party shall require each person who receives the Information to be cognizant of and to comply with the terms and conditions of this Agreement.

4. In the event that the Receiving Party or any of its Authorized Persons becomes legally compelled (including, without limitation, by law, rule, regulation or governmental regulatory or administrative or similar agency as part of a judicial or administrative proceeding including, without limitation, by deposition, interrogatory, request for information or documents, subpoena, civil or criminal investigative demand or otherwise) to disclose any of the Information, the Receiving Party shall provide the Furnishing Party with immediate written notice of such requirement so that the Furnishing Party may seek a protective order or other appropriate remedy or waive compliance with this paragraph. If Furnishing Party fails to obtain injunction or protective order and the Receiving Party provides information due to statute, regulation, Court directive or order of a statutory authority, Receiving Party shall not be held liable to the Furnishing Party for any loss or damage or otherwise.

5. The Receiving Party will only disclose the Information to the personnel / consultants of the Receiving party who have a need to know the Information for their work in connection with the Transaction, provided that each such employees/personnel/consultants has agreed to maintain the confidentiality of the Information in accordance with the terms hereof.

6. The Receiving Party recognizes that a breach of this Agreement may cause irreparable harm to the Furnishing Party and that actual damages may be difficult to ascertain and in any event may be inadequate. Accordingly, the Receiving Party agrees that in the event of such breach, the Furnishing Party may be entitled to injunctive relief in addition to such other legal including criminal prosecution for such breach or equitable remedies as may be available. Receiving party shall be responsible and liable to the Furnishing party for any unauthorized disclosure or any breach of the terms and conditions herein contained. Receiving party hereby indemnifies and agrees to keeps the Furnishing party saved, defended, harmless and indemnified from and against all costs, charges, expenses and damages whatsoever except exponential or consequential damages.

7. The Receiving Party will not use nor permit the use of the Furnishing Party's names, logos, trademarks or other identifying data, or otherwise discuss or make reference to the Furnishing Party, in any notices to third parties or in any press release or other public announcement or advertisement, however characterized, without the Furnishing Party's prior written consent.

8. This Agreement shall terminate on the earlier occurrence of (a) Parties entering into a definitive agreement for or (b) parties decide not to enter into business relation for the document management solutions services. Upon termination of this Agreement, the Receiving Party shall, as per the direction of the Furnishing Party either, return or destroy all Information, and no Information shall be stored by the Receiving Party in any form. Notwithstanding the return or destruction of the Information or the termination of this Agreement, the Receiving Party shall continue to be bound by its obligations of confidentiality hereunder for two (2) years from the date hereof.

9. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof, and all prior agreements, understandings, writings, or negotiations, whether written or oral, are hereby superseded. No failure or delay by either party in exercising its rights hereunder shall operate as a waiver thereof. This Agreement may not be waived or amended except by written agreement of both parties.

10. If any provision of this Agreement is held to be invalid, void or unenforceable, all other provisions shall remain valid and be enforced and construed as if such invalid provision were never a part of this Agreement.

11. The parties agree that any dispute, controversy or claim arising out of or relating to this Agreement or any related agreement or other document or the validity, interpretation, breach or termination thereof, including claims seeking redress or asserting rights under applicable law, shall, be governed by and interpreted in accordance with the laws of India and that any action in any way arising out of this Agreement shall be commenced in an appropriate court having jurisdiction in Mumbai. The prevailing party in any suit hereunder shall recover all related costs, expenses and reasonable legal fees.

12. The parties warrant that the signatory signing the Agreement on behalf of the respective parties is duly authorized to do so and irrevocably bind the parties.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *INDIA* on the day, month and year indicated above.

For and on behalf of the Contractor

Signed: *[insert signature of authorized representative(s) of the Contractor]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

For and on behalf of the Employer

Signed: *[insert signature]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

The common seal of Board of
MumbaiPort Authority was affixed
in presence of

Dy. Secretary
MUMBAI PORT AUTHORITY