CHENNAI PORT TRUST

FINANCE DEPARTMENT

EDP DIVISION

Tender No. EDP / 150 / 2017 / F

e-PROCUREMENT MODE

CLOSING DATE:28.03.2017

CLOSING TIME: 1500 Hours

Tender for Comprehensive Annual Maintenance Contract for Database Servers, Intel Servers, Firewall, Network, Switches, Line Printers and UPS for a period of two years in Chennai Port Trust

e-procurement on website: eprocure.gov.in

Tender Fee: Rs. 1,050/- (including 5% VAT)

Earnest Money Deposit: Rs.1,87,000/-

TENDER PARTICULARS

TENDER NO	**EDP / 150 / 2017 / F**
TENDERS ARE INVITED FOR	**Comprehensive Annual Maintenance Contract for Database Servers, Intel Servers, Firewall, Network, Switches, Line Printers and UPS for a period of two years in Chennai Port Trust**
TENDER FEE	**Rs. 1,050/-(incl. VAT 5%)**
EARNEST MONEY DEPOSIT	**Rs. 1,87,000/- (Rupees One Lakh and Eighty Seven thousands only)**
TENDER	In eProcurement mode, for details visit www.eprocure.gov.in & www.chennaiport.gov.in
VALIDITY OF THE TENDER	**180 DAYS** from the date of opening of the Tender.
LAST DATE & TIME OF TENDER	**28.03.2017 @ 1500 Hrs.**
DATE & TIME OF OPENING OF TENDER	**29.03.2017 @ 1500 Hrs.**
PERIOD OF CONTRACT	**2 years** from the date of receipt of work order.
VENUE OF TENDER OPENING	**Office of the Sr.Dy.Director (EDP), EDP Division, 4th** Floor of Centenary Building, Chennai Port Trust, Rajaji Salai, Chennai-600 001

CHENNAI PORT TRUST

TENDER NO. EDP/ 150 / 2017 / F

Comprehensive Annual Maintenance Contract for Database Servers, Intel Servers, Firewall, Network, Switches, Line Printers and UPS for a period of two years in Chennai Port Trust

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Tenders will be opened at the "Office of the Sr.Dy.Director (EDP), 4th floor Centenary Building, Chennai Port Trust, Rajaji Salai, Chennai – 600 001." at 1500 Hrs. on 29 .03.2017.

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CHAPTER I

INVITATION OF TENDER

1. This invitation to Tender is for **Comprehensive Annual Maintenance Contract for Database Servers, Intel Servers, Firewall, Network, Switches, Line Printers and UPS for a period of two years in Chennai Port Trust** under Two Cover System.

2. BRIEF DESCRIPTION OF THE TENDERING PROCESS: -

The Port intends to follow a Two-stage Tendering process for selection of Qualified Tenderer for the work. In the 1st Stage (Cover-I), the Tender deals with the selection process and at the end of this stage the Chennai Port Trust expects to announce the Pre-Qualified Tenderers to proceed to the 2nd Stage (Cover-II).

For the Pre-qualification stage, the Tenderers have to furnish information on their Technical and Financial capability in **Cover - I** in accordance with the conditions and formats specified in this Tender Document. The **Cover - II** containing the Price Bid of all the Technically and Commercially Pre-Qualified Tenderers will be opened in the presence of the qualified Tenderers or their authorized representatives, on the date and time fixed by the Sr.Dy. Director (EDP).

The **Cover - II** (Price Bid) of the Tenderers who fail to Pre-qualify shall be returned to the Tenderers unopened.

3. Tenderers are advised to read the Tender Document (including all the Schedules and Annexures & its components) carefully. Submission of Tender shall be deemed to have been done after careful study and examination of the Tender Document with full understanding of its implications.

4. Sealed offers prepared in accordance with the procedures enumerated in CHAPTER II should be submitted to the Sr.Dy. Director (EDP), Chennai Port Trust, Rajaji Salai, Chennai not later than the date and time as mentioned, at the address given in the Schedule. All bids must be accompanied by an **Earnest Money Deposit (EMD) of Rs. 1,87,000/- (Rupees One Lakh and Eighty Seven thousands only)**

5. The Tender documents can be downloaded from Chennai Port Trust's Website www.chennaiport.gov.in or e-Procurement website www.eprocure.gov.in. Those who desire to download the tender document should send a separate demand draft in favour of **'Chairman, Chennai Port Trust'** for **Rs.1,050/- (incl. of 5% VAT)** being a non-refundable sum towards the cost of Tender Document to be enclosed along with Tender.

6. This Tender Document is not transferable.

7. SCHEDULE FOR INVITATION OF TENDER

1	Last date for Tender submission	28.03.2017 at 1500 Hrs.
2	Place of submission of Tender	Office of the Sr.Dy. Director (EDP), 4th Floor, Centenary Building, Chennai Port Trust, Rajaji Salai, Chennai – 600 001 Phone : 044 - 25312510
3	Tender Opening Date and Time	29.03.2017 at 1500 Hrs.

8. Name of the Purchaser: -

The Chairman
Chennai Port Trust
No.1, Rajaji Salai,
Chennai – 600 001
Tamilnadu - India

CHENNAI PORT TRUST

CHAPTER - II

GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF TENDERERS

1. Tender / Bid submitted through e-Procurement mode only will be taken up for the purpose for evaluation.

2. **Tender Document can be submitted online only** in the designated two cover system on or before due date of closing time 28.03**.2017 at 1500 Hrs**. The tender received after the due date and time will not be entertained.

3. Tender Document can be submitted online only in the designated two cover system on the e-Procurement website eprocure.gov.in on or before the due date.

4. The time of opening of technical bid will be on **29.03.2017 at 1500 Hrs.**

5. The bidders are requested to contact EDP Division for clarification about online bidding. All the bidders should possess a valid e-token for submitting their offer.

6. Additionally one copy of the Tender must be sent in one main cover containing two separate covers and these two covers shall be superscripted as **Cover-I and Cover-II** respectively. All covers shall be addressed to the **Sr.Dy. Director (EDP), Chennai Port Trust and sealed properly**. Names and addresses of the Tenderer shall also be written on all the covers.

7. Tender must be sent in one main cover containing two separate covers and these two covers shall be superscripted as Cover-I and Cover-II respectively. All the covers shall be addressed to the Sr.Dy. Director (EDP), Chennai Port Trust and sealed properly. Names and addresses of the Tenderer shall also be written on all the covers.

8. The tenderer shall clearly write on the MAIN COVER as " **Comprehensive Annual Maintenance Contract for Database Servers, Intel Servers, Firewall, Network, Switches, Line Printers and UPS for a period of two years in Chennai Port Trust"** under Two Cover system detailed in the terms and conditions and specifications attached herewith and in accordance with instructions to tenderers, conditions of tender, & its components. The main cover contains Cover - I & II. The Cover – I contain "TECHNICAL AND FINANCIAL CAPABILITY and Cover – II contains "PRICE BID'. The main cover shall reach "The Office of the Sr.Dy. Director (EDP), 4th Floor, Centenary Building, Chennai Port Trust, No1, Rajaji Salai, Chennai – 600 001" not later than **1500 Hrs. on 28.03.2017.**

9. CONTENTS OF COVER – I

a. Complete technical specifications for providing **"Comprehensive Annual Maintenance Contract for Database Servers, Intel Servers, Firewall, Network, Switches, Line Printers and UPS for a period of two years in Chennai Port Trust under two cover system"** as proposed by the Tenderer with all technical details.

b. A confirmation that the Tenderer shall abide by all the clauses in the Tender Document.

c. Authorization Letter / Certificate / Documentary proof that the Tenderer is an Authorized **ORACLE PLATINUM PARTNER**. If a copy of the same is produced, it should be Self Attested and submitted.

d. Earnest Money Deposit for this tender is **Rs.1,87,000 /- (Rupees One Lakh and Eighty Seven thousands only)** in the form of either Demand Draft / Pay Order / Bankers Cheque from any Nationalized / Scheduled Bank drawn in favour of **"The Chairman, Chennai Port Trust"** payable at Chennai.

e. A Demand Draft in favour of **"The Chairman, Chennai Port Trust"** for **Rs**. **1,050/- (incl. of 5% VAT)** being a non-refundable sum towards the cost of Tender Document should be submitted in case of those who have downloaded the tender document and not paid document cost, or proof of payment to Chennai Port in case of those who have paid earlier.

The Tenderer shall furnish one copy of the Tender document along with all the necessary documents as per the Tender Conditions and a covering letter duly signed in all pages.

10. CONTENTS OF COVER – II

Price should be quoted in a spread sheet file (.xls format) available in e-procurement Portal. Any indication of 'Quoted price' in the online technical bid documents shall lead to rejection of the bid outright.

The price information including applicable duties and taxes should only be furnished clearly in Price Bid (Cover II). The break up for the basic cost and the taxes and duties as applicable shall also be given specifically in Price Bid (Cover II) as per Schedule 'A1' only. Only price quoted in e-mode shall be taken evaluation.

11. **Language**

The Tender and all related correspondence and documents shall be written in English language. The Technical details and other information shall be provided in English only. For the purpose of interpretation and evaluation of the Tender, the English language translation shall prevail.

13. The Tenderer shall sign on all pages of the Tender Document or the Amended Tender Document, if any, issued and such signature shall be made by a person holding an irrevocable power of attorney authorizing him to do so. Copy of the irrevocable Power of attorney should be enclosed. The Tenderer Should submit either Notarized / Self Attested copies of the Documents. In case of Successful Tenderer submitting the self-attested document, the Tenderer has to produce the original for verification before awarding of work.

14. Telegraphic/fax/telex/e-mail offers shall be treated as defective, invalid and rejected.

15. Only detailed complete offers received prior to closing date and time of the Tenders shall be taken as valid.

16. The Tender Document is also available on the Chennai Port Trust's Website www.chennaiport.gov.in

17. VALIDITY

The prices quoted by the Tender must be firm and should hold good at least for **180 days** from the date of opening of the tender. They should be inclusive of Sales Tax or any other tax dues & its components. The Board does not bind itself to accept claims for extra payments for items not included in the tender.

18. RIGHT TO ACCEPT / REJECT TENDERS

Notwithstanding anything contained in this Trust Tender Document, the Chennai Port Trust reserves the right to accept or reject any or all Tender(s) and part thereof at any time without assigning any reasons and without any liability or any obligation for such acceptance / rejection.

20. NATIONAL SECURITY

While evaluating the Tenders, regard would be paid to National defence and security / safety considerations. Offer received from any Tenderer may be summarily rejected on national security consideration without any intimation thereof to the Tenderer.

21. AMENDMENT TO TRUST TENDER DOCUMENT

The Trust may for any reason and at any time prior to the deadline for submission of tender, whether at its own initiative or in response to clarifications requested by the Tenderer, modify the Trust Tender Document by the issuance of Addendum.

The Tenderers will have to regularly check the Trust's website www.chennaiport.gov.in and CPP Portal www.eprocure.gov.in for any addendum published. The Trust will not be held responsible if the tenderers have not read the addendum published.

In order to offer reasonable time for the prospective Tenderer to take an Addendum into account, or for any other reason, the Chennai Port Trust may, at its discretion, extend the Tender due date, if considered necessary. Any Addendum thus issued to all the Tenderers and Tender Committee Meeting shall form part and parcel of the Agreement.

22. TEST OF RESPONSIVENESS

Prior to evaluation of Tenders, the Chennai Port Trust shall determine whether each Tender is responsive to the requirements. The Tender shall be considered responsive if:

a. **The Tender should be submitted through e-Procurement mode only.**

b. In order to verify the original document, the Tenderer would have to submit the Tender Documents in sealed covers along with original Demand Draft/Banker's Cheque/Pay Order towards Tender Fee and EMD from any Nationalized / Scheduled Bank superscripted **" Comprehensive Annual Maintenance Contract for Database Servers, Intel Servers, Firewall, Network, Switches, Line Printers and UPS for a period of two years in Chennai Port Trust Under two cover system"**

c. The Tender document should be signed and sealed on all the pages as stipulated in the Tender Document.

d. is accompanied by the Power of Attorney duly notarized/self-attested.

e. contains all the information as requested in the Trust Tender Document.

f. mentions the validity period as set out in the Tender.

g. contains copies of all related documents duly **notarized by Notary Public/ self-attested.**

h. In case the successful Tenderer submitting the self-attested documents, the Tenderer has to produce the original for verification before awarding of work.

i. One Hard Copy of the Tender document is accompanied by the Earnest Money Deposit of ` 1,87,000 /- (Rupees One Lakh and Eighty Seven Thousands only). Earnest Money Deposit shall be paid in the form of Demand Draft/Pay Order/Bankers Cheque from any Nationalized / Scheduled Bank drawn in favour of the Chairman, Chennai Port Trust payable at Chennai.

j. Tender Fee ` 1,050/- (Rupees One Thousand and Fifty only) (inclusive of 5% VAT) being a non-refundable sum in the form of original Demand draft/Banker's Cheque/ Pay Order from any Nationalized / Scheduled Bank drawn in favour of the Chairman, Chennai Port Trust payable at Chennai.

k. All the Forms and Annexures that are to be enclosed by the Tenderer should be duly notarized/self-attested.

The Trust reserves the right to reject any Tender as non-responsive on the grounds of failure to comply with (a) to (k) of above or for any other reasons.

23. OPENING OF TENDER

- The Tender would be opened in e-Procurement mode at the prescribed date & time.
- The main Cover and the Cover-I of the Tenders shall be opened at the Office of the Sr.Dy.Director (EDP) at the 4th floor of Centenary Building, Chennai Port Trust, No.1, Rajaji Salai, Chennai - 600 001, on 29.03.2017 at 1500 Hrs. after closing of the tender on 28.03.2017 at 1500 Hrs, in the presence of the Tenderers or their authorized representatives (with a letter of authorization with their attested specimen signature) who are present. **Representative without such authorization letters may not be permitted to be present to witness the opening.**
- The Tenders without the **Earnest Money Deposit & Tender Fee kept as specified in the tender document in the Main Cover, shall be rejected summarily and the authorized representatives of those Tenderers shall not be permitted to be present further.**
- In any case, the maximum number of persons representing the firm to witness the **opening of the tender is limited to two (2) only.**
- On the day of opening, only the Main Cover thro' e-mode and Cover-I alone shall be opened and read, Cover II shall not be opened.

- ❖ The date and time of opening of price bid (Cover II) shall be intimated to the short listed Tenderers based on the evaluation of their Technical bid. The price bid (Cover II) of such eligible Tenderers shall be opened on the specified time and date in the presence of the short listed Tenderers or their authorized representatives.

24. METHODOLOGY OF EVALUATION

- The Cover – I shall be evaluated as per the Technical and Commercial terms as per the conditions stipulated in the Chapter - IV Eligibility Criteria.

- To assist in the process of evaluation of Tender, the Port may, at its sole discretion, seek clarifications in writing from any Tenderer regarding its Tender. The request for clarification and the response shall be made within 10 days from the date of requesting the clarification through e-mail followed by Telephonic conversation to expedite the reply. If no e-mail id is available, then clarification shall be undertaken through Fax. This is to expedite obtaining clarification from the Tenderer / Bidder. All correspondences undertaken through Fax to be followed by normal postal / courier correspondence. Failure to submit the clarification within the time limit specified above could result in a rejection of the Tender. However, no substantive change in the Tender would be permitted while making clarifications. The Cover – II of all the Technically and Commercially Qualified Tenderers shall be opened in the presence of the qualified Tenderers or their authorized representatives, on the date and time fixed by the Sr. Dy. Director (EDP).

- After opening of the Price Bid (Cover-II), the contract shall be awarded to the eligible technically responsive and commercially lowest tenderer as a whole.

25. EARNEST MONEY DEPOSIT

a) The tenderers shall deposit an Earnest Money **Rs.1,87,,000 /- Rupees One Lakh and Eighty Seven thousands only)** as Demand Draft / Pay Order / Bankers cheque drawn in favour of **The Chairman, Chennai Port Trust**.

b) **The Demand Draft / Pay Order / Bankers cheque should be kept in Cover I and shall not be sent separately. If the Demand draft / Pay order is kept in Cover-II, the Tender shall be considered invalid and summarily rejected.**

c) Earnest money in any form attached to the tender or paid in any way except as specified above shall not be taken into account and the relative tender shall be rejected.

d) No interest shall be allowed on the Earnest Money from the date of its receipt until it is refunded.

26. Modification /Substitution / Withdrawal

- The Tenderer may modify, substitute, or withdraw its tender after submission, provided that written notice of the modification, substitution, or withdrawal is received by the Trust before due date of submission of Tender Document, i.e., **1500 Hrs on 28.03.2017 only through e-Procurement mode.**
- Additionally, the Modification, Substitution, or Withdrawal notice shall be prepared, sealed, marked, and delivered with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.
- **No tender shall be modified, substituted, or withdrawn by the Tenderer after the Due Date for submission**. Any modification / substitution / withdrawal after the due date will result in forfeiture of Earnest Money Deposit.

27. A copy of the Schedule 'A1' contained in this tender document shall be returned to the Sr. Dy. Director (EDP), Chennai Port Trust, each of them duly filled in and signed by the Tenderer along with his tender. Any tender not so signed on all pages of the papers in the tender is liable to be treated as being defective.

28. The Chennai Port Trust Board do not bind themselves to accept the lowest or any tender or part thereof and reserve the right to accept or not accept any or all of the tenders either in whole or in part, without assigning any reason.

29. The Trust shall not give 'C' or 'D' Form. Hence the tenderers are advised to quote specifically the percentage of all taxes and duties including VAT if any.

30. Execution of Contract Agreement:

i) The successful Tenderer shall execute an agreement **within 21 days** from the date of payment of Performance Guarantee receipt of documents from the Trust for execution of the agreement.

ii) Further, if the successful Tenderer undertakes, to enter into and execute, when called upon to do so, an agreement, with such modifications as agreed upon, and unless and until the formal agreement is prepared and executed, the successful Tenderer's offer, Trust order and the written acceptance for the receipt of Trust order of the successful Tenderer shall form a binding contract between the Trust and the Tenderer.

31. DISCLAIMER

Each Tenderer shall conduct his own investigation and analysis, check the accuracy, reliability and completeness of the information provided in this Tender Document at his own cost and expenses. It would be deemed that prior to submitting the Tender, the Tenderer has (a) made a complete and careful examination of requirements and other information set forth in this Tender, (b) received all such relevant information as it has requested from the Port Trust, and (c) made a complete and careful examination of the various aspects of the Project including, but not limited to, (i) the site, (ii) existing facilities and structures, (iii) the conditions of the access roads, waterfront and utilities in the vicinity of the site (iv) applicable laws and applicable permits and (vi) all other matters, including Guidelines, Major Port Trust's Act 1963, as amended from time to time, bye-laws, rules and regulations made there under, any administrative or other directions and guidelines given under the said Act as amended from time to time, a statement of conditions prescribed under the said Act as amended from time to time, and all other statutory enactments in relation to the Project or Project Services that might affect the Tenderer's performance under the terms of this Tender Document. Chennai Port Trust shall not be liable for any omission, mistake or error or neglect by the Tenderer in respect of the above.

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CHAPTER III

GENERAL CONDITIONS OF THE TENDER

1. The Tenderers should specifically note that they should send their offer in line with all conditions indicated in this document including schedule A, B, C and General Rules and Directions & its components. in all respects, so as to finalize the Tender at the shortest period and also this will facilitate to return the EMD to the unsuccessful Tenderers at the earliest. The offers with deviation in commercial conditions shall be summarily rejected and no further correspondence regarding the clarification shall be made after opening the Tender.

2. The cost of stamping agreement must be borne by the successful Tenderer

3. Taxes & Duties: -

All the taxes and duties, charges & its components., applicable shall be indicated clearly in the Price Bid of Cover II. The Trust is not eligible for C or D form for availing Concessional rate of CST. The Tenderer shall indicate all applicable taxes (as % of Basic price and also the amount) in the price bid. The offers that contain the prices in any form in the technical bid shall be invalid and such Tenders shall be summarily rejected.

The prices quoted should be on a Rupee basis (INR) and should include free delivery at Chennai Port Trust. The taxes and duties, Discounts and/or rebates, if any, shall be indicated clearly in the Price bid and the same shall be taken into account to arrive at the total price. Other charges like insurance, freight, Transport charges & its components shall be borne by the Tenderer. The Board does not bind itself to accept claims for extra payment for items not included in the Tender.

For the Annual Maintenance Contract (AMC) period, the Taxes and Duties as applicable, as per the rates in force, shall be clearly indicated by the Tenderer in the Cover II. The Port Trust shall reimburse the Taxes and Duties, which the port is liable to pay as per law alone at the time of making payment of bills to the Tenderer. If there is any change in the rate of Taxes and Duties quoted in the Bid during the currency of contract, then the Port Trust shall reimburse the Taxes and Duties at the revised rate, subject to the Tenderer producing the necessary documentary evidence for the payment to the Tax Authorities to the satisfaction of the Port Trust for reimbursement. Any new Tax levied by the Government after the award of contract, which Port Trust is liable to pay as per Law alone shall be reimbursed, subject to

submission of documentary evidences for payment of the same to the Tax Authorities.

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 Trust under any circumstances.

In the event of the Tenderer not indicating the rate of Taxes and Duties included in the Price separately in the Bid, the Port shall not pay any change in the rate of Taxes and Duties including any newly levied Taxes and Duties during the entire currency of the contract under any circumstances.

The Tenderer while quoting the Price-Bid shall keep in mind that the Trust shall not issue any Form 'C' or 'D' and quote the Rates of Taxes and Duties as applicable.

NOTE: The break-up for the basic cost and the Taxes and Duties shall be given separately in the **Price-bid - Cover – II - Schedule 'A1', only**. The Board does not bind itself to accept claims for extra payments for items not included in the tender.

4. In the event of a tender being submitted by a firm it must be signed separately by each member thereof or in the event of the absence of any partner it must be signed on his behalf by a person holding an irrevocable power of attorney authorizing him to do so.

5. VALIDITY:

The prices quoted by the Tender must be firm and should hold good at least for **180 days** from the date of opening of the tender. They should be inclusive of all Taxes & its components. The Board does not bind itself to accept claims for extra payments for items not included in the tender.

6. PERFORMANCE GUARANTEE:

a) The firm should furnish Performance Guarantee equal to 5% of the total contract price within 21 days from the date of work order in the form of Demand draft / Bankers Cheque/ Bank Guarantee drawn in favour of "The Chairman, Chennai Port Trust", payable at Chennai. The Performance Guarantee will be retained till the successful completion of contract period and released thereafter.

b) If the Performance Guarantee has not been furnished by the successful bidder within the stipulated time, the Work Order stands cancelled and EMD will be forfeited.

c) Specimen for the Bank Guarantee towards the performance guarantee is attached as annexure.

d) The Bank Guarantee towards the performance guarantee furnished by the

successful Tenderer should have minimum one-year validity and shall be validated till the currency of the contract.

e) Performance Guarantee above Rs.5 Lakhs shall be submitted in the form of Bank Guarantee as per the prescribed format.

7. FORFEITURE OF PERFORMANCE GUARANTEE:

The Performance Guarantee can be encashed in the following events and to the extent of the Tenderer's obligations determined in accordance with the provisions of this agreement and without prejudice to any other remedies the Trust may have under this Agreement after encashing such Performance Guarantee.

i. Failure to sign and execute the Agreement as per Clause 30 of Chapter II.

ii. Failure to commence the work within 7 days from the date of Placement of Order.

iii. Failure to pay the Penalty for the down time beyond allowed limit during Annual Maintenance Contract period as per Clause 9 (a) of Schedule 'B'

iv. Failure to pay the Penalty for non-posting of Resident Engineer during Annual Maintenance Contract period as per Clause 9 (a) Schedule 'B'.

v. Failure of the Contractor to adequately insure the employees, staff, officers, plant, machineries, buildings, equipment's, project assets, facilities, services & its components.

vi. Utilizing the services provided by Chennai Port Trust for any other purpose other than the purpose for which it is given as per the conditions of Contract.

vii. Company goes into voluntary liquidation or otherwise.

viii. Evidencing of an intention by the Contractor not to be bound by the terms of the Contract Agreement;

ix. The Contractor abandons the Installation of any or part of the work under this Contract for a continuous period of 30 days.

x. Failure to comply with the statutory obligations under applicable laws.

xi. Violating of strategic, security, environmental concerns on the Contractor's part.

xii. The Contractor engaging or knowingly allowing any of its employees' agents or representatives to engage in any activity prohibited by Law or which constitutes a breach of or an offence under any Law, in the course of any activity undertaken pursuant to the Contract Agreement.

xiii. If the Trust exercises its option to rectify the damages and such sums are not reimbursed by the Contractor within 15 days as per Clause 13 of Schedule-B.

xiv. Failure to pay any other amount due to the Trust as per the terms and conditions of the Contract.

xv. Failure to pay minimum wages to Employees as per Minimum Wages Act or any failure as per the applicable Labour Laws.

xvi. Failure to perform or discharge or breach of any of its obligations, terms and conditions in accordance with the provisions of the Contract Agreement.

xvii. Failure to perform or discharge any of its obligations in accordance with the conditions of the contract entails termination of the contract.

Upon such encashment and appropriation of the Performance Guarantee, Trust shall grant a period of 15 (fifteen) days to the contractor to provide a fresh Performance Guarantee and the Contractor shall within the time so granted furnish to the Trust such Performance Guarantee failing which the Trust shall be entitled to terminate this contract under the Termination clause. In the event of termination, the performance guarantee stands forfeited.

8. In the case of unsuccessful Tenderers, the Earnest Money shall be refunded, as soon as possible after the final decision of awarding the contract. The Earnest Money shall retain its character as such, till the Performance Guarantee is furnished and execute an agreement **within 21 days** from the date of receipt of documents from the Trust for execution of the agreement by the Tenderer. In which case also, no interest shall be allowed on the Earnest Money.

9. Where the firm whose tender has been received on behalf of the Board, intimates to the Trust that they are not willing to abide by the terms of the Tender or go back on the clarifications made before the Trust or the Tender Committee appointed to scrutinise the Tenders in respect of terms of the tender, or withdraws the tender before receipt of final acceptance or when the firm whose tender has been accepted fails

(i) To furnish an acceptance within 5 days for the Work Order given

(ii) to furnish the Performance Guarantee within the prescribed time

the Earnest Money deposited shall be forfeited in cases of the above, the contract shall be cancelled or the agreement, if executed, shall be treated as null and void.

10. Further the Contractor undertakes, if the tender is accepted to enter into and execute when called upon to do so, an Agreement with such modifications as agreed upon and unless and until the formal agreement is prepared, and executed this Tender together with Tender Document, written replies to Clarifications issued based on the queries raised in the Minutes of the Tender Committee Meeting(s), letter(s) of correspondences including Fax/E-Mail shall form a binding contract between the Trust and the Contractor.

11. The cost of stamping the agreement shall be borne by the successful Contractor.

12. The Trust does not bind itself to recommend for acceptance the lowest or any tender or to assign any reason for non-acceptance and reserves to itself the right to divide the contract between two or more Contractors.

13. Only such Resident Service Engineers and Vehicles as are authorized (licensed) by the Trust shall be permitted to enter into the Harbour premises at free of cost.

14. The Tenderer should render direct support service to Chennai Port Trust with their own resource and shall not sub-contract the work order issued other than to OEMs.

15. **Award of Contract:**

(i) After evaluation and finalization of price bids received, Chennai Port Trust would intimate the award of Contract to the successful Tenderer by placement of Work order. The date of issue of the Work order would be treated as the Project start date.

(ii) Within 21 days from the date of receipt of relevant documents from Chennai Port Trust, the successful Tenderer, shall enter into a Contract agreement with Chennai Port Trust for execution of work.

16. The Tenderer shall give an undertaking that they have not made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the bid process and have not committed any offence under PC Act in connection with the bid.

17. The Tenderers shall disclose any payments made or proposed to be made to any intermediaries (agents etc.) in connection with the bid.

18. Any misrepresentation of facts (or) furnishing false information by the Tenderer are liable to be blacklisted, declaring them ineligible for a stated period of time.

19. The Tenderers shall sign the Integrity pact form that is enclosed.

20. <u>ESI Clause and Contribution:</u> The details of employees proposed to be engaged shall be furnished to this office before the commencement of the work.

i. As per the Govt. Notification dt. 20.7.09, Chennai Port Trust has registered under the ESI Act on 26.9.2012 with ESI Corporation and provision of ESI Act, 1948 are applicable to Chennai Port Trust, a Social Security Act, is applicable to Factories using power and employing 10 or more personnel and establishment employing 20 or more persons and drawing wages / salary up to Rs. 15,000/- per month. Workers covered under ESI Act, are entitled of sickness, maternity and employment injury. Accordingly, the contractual / casual employees drawing wages up to Rs15,000/- per month employed either directly by Port Trust or through contractor are covered under ESI Act, 1948. It is obligatory on the part of the employer to calculate and remit ESI contribution comprising of employers' share

of 4.75% plus employees' share of 1.75% which is payable on or before 21st of the following month, to which the salary relates.

ii. In case of Contractor employs more than 20 employees, they should register their name with ESI as per ESI Act, 1948 and obtain ESI Code. Both Employers share of 4.75% and Employees contribution of 1.75% (recovered from employees), totally 6.5% to be paid as contribution to ESI in their Code on or before 21st of following month to which the salary relates and acknowledgement for the same shall be submitted to the Port while claiming the bill. The bill without the acknowledgement of ESI contribution will not be entertained. In case the contractor has not paid the ESI contribution same will be recovered in the running bill and paid to the ESI Corporation in contractor's code. The delay in payment of contribution payable under the Act may be recovered as an arrear of Land Revenue.

In case the contractor employs less than 20 employees, the list of employees' names, their father's name, identification proof, one passport photo shall be submitted to the Port Trust. The contribution of ESI amount, both Employers share of 4.75% and Employees contribution of 1.75% (recovered from Employees salary), totally 6.5% shall be paid by the contractor in the Chennai Port Trust Code on or before 21st of the following month to which the salary relates or otherwise payment to the contractor will be withheld. If the contractor fails to comply with the above instruction, then the Principal Employer (Chennai Port Trust) will make payment to the ESI Corporation. Such amount will be deducted from any amount due to the contractor. The delay in payment of contribution payable under the Act may be recovered as an arrear of Land Revenue. As per the above Government Notification

- All intending Tenderer at the time of tender shall disclose all necessary documents as to whether they are covered under ESI Act or not.
- In case they are covered under ESI Act, they have to furnish the details of registration.
- In case the Tenderer does not possess ESI Registration at the time of participation in the Tender, then they should obtain registration under ESI Regulations before award of the work by Chennai Port Trust and submit the same within 30 days from the date of issue of work order. Any payment towards the work order will be made only after compliance of the ESI Regulation.
- The Tenderer shall submit his first bill together with evidence of having obtained registration under ESI Regulations and only then the bill will be processed for payment. Subsequently, the Tenderer should periodically submit to Chennai Port the Form 6 prescribed under ESI Regulations along with the proof for having remitted the dues under ESI Regulations in respect of the workers / labours employed for the work awarded by Chennai Port to facilitate making payment for the bills of the Contractor.

- In case the Tenderer are not covered under ESI Act, or exempted, they would furnish necessary documents along with an affidavit in original affirming before a first class Judicial Magistrate in Non- Judicial Stamp Paper worth Rs.20.00 to that effect.
- In case they are not covered under ESI Act, they must additionally indemnify ChPT against all damages & accident occurring to his labour in a Non-Judicial Stamp Paper worth Rs.100/-.

21. INSURANCE: The Tenderer is advised to take necessary insurance at his cost for his Employees, Materials etc.

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CHAPTER IV

Eligibility Criteria for Evaluation of the Tender

1. The Tenderer should have the experience of successfully having carried out similar works during the last 7 years ending 31.03.2016 as per the following duly supported by Work Order/Agreement and Project Completion Certificates. If the Tenderer has submitted work order for similar works which contains combination of different works, then the relevant portion of the order (i.e.) order value related to the similar works will only be taken for evaluation purpose of the Eligibility Criteria. **Documentary proof for meeting the eligibility criteria duly self-attested shall be enclosed along with Tender Document.** The Completion Certificate shall indicate Work Order Reference No/Contract Agreement Reference and value for which the work order was executed.

   a) Three similar completed works costing not less than ` 37.32 Lakhs each

   (OR)

   b) Two similar completed works costing not less than ` 46.65 Lakhs each

   (OR)

   c) One similar completed work costing not less than ` 74.64 Lakhs

   Similar work means "having carried Comprehensive Annual Maintenance contract for two years for Database servers, intel servers, firewall, Network, switches, Line Printers and UPS of various models/ make .

2. All the documents above should be duly self-attested / notarized.
3. The Average Financial Turnover of the firm per year during the last three years ending **31.03 2016** should be at least ` 27.99 Lakhs. The Tenderer shall enclose Profit & Loss Account for the last three years ending 31.03.2016 duly certified by Chartered Accountant and self-attested.
4. The Tenderer should have a registered office in India and Service Centre in Chennai.
5. The Tenderer should have been in operations for a period of at least 3 years as on last date of submission of bids. Please attach documentary evidence for the same as per Annexure D, E, F duly Self Attested.

6. The Tenderer shall be the single point of contact for Port and shall be solely responsible for all guarantees etc., offered by the Original Equipment Manufacturer (OEM) etc. Please attach a self-attested copy of **ORACLE PLATINUM PARTNER CERTIFICATE** which should be live on the date of submission of the Tender.
7. The Tenderer should render direct support service to Chennai Port Trust with their own resource and shall not sub-contract the work order issued other than to OEMs.
8. The Tenderer should not have been blacklisted or involved in any corrupt practices in Central / State Government / PSU's in India. (This must be supported by a declaration signed by the Company Secretary of the Tenderer).
9. The Tenderer should fulfill the Technical eligibility criteria / pre-qualification conditions for evaluation of their bids. Offers of the Tenderers fulfilling the above eligibility criteria / pre-qualification conditions will only be evaluated by the Tender Committee. The Trust reserves the right to reject any Tender as non-responsive on the grounds of failure to comply with above or for any other reasons
10. **Verification of documents** Port reserves the right to verify/confirm all original documentary evidence submitted by the Tenderer. The successful Tenderer should produce original documents as and when required by FA&CAO or his representative. Failure to produce the same within the period as and when required and notified in writing by Port shall result in summary rejection of the Offers and/or termination of the contract.

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CHAPTER - V

SCHEDULE OF GENERAL PARTICULARS

1. Name of Tenderer/Manufacturer

2. Address of Tenderer/Manufacturer

3. Telegraphic/Telex/Fax Code of Tenderer/

4. Name and Designation of the Officer of the Tenderer/Manufacturer to whom all reference shall be made for expeditious Technical Co-ordination.

5. Place of Manufacture

6. Service facilities available

7. Availability of spare parts

8. Tenderer's Proposal Reference and Date

9. Tenderer's proposed validity period

10. Earnest Money as desired deposited

11. Terms of payment as laid down in General Conditions of Contract acceptable.

12. Damages of delay in completion of commissioning acceptable as per Clause of General conditions of contract.

13. Are all Technical details called for and price as called for in Schedule filled up

14. All deviations pointed out in Schedule of Deviations.

15. Tenderer is agreeable to supply the equipment in case the deviations stipulated by him are not acceptable to the Trust.

16. Performance Report

Signature :
Name :
Designation :
Date :

CHENNAI PORT TRUST

CHAPTER VI

Instructions for Online Bid Submission & Instructions to the Tenderers to submit the bids online through the eProcurement site https://eprocure.gov.in

1) Tenderer should do the registration in the tender site using the "Click here to Enroll" option available.
2) The Digital Signature registration has to be done with the e-token, after logging into the site. The e-token may be obtained from one of the authorized Certifying Authorities such as MTNL/SIFY/TCS / nCode / eMudhra.
3) Tenderer can use "My Space" area to update standard documents in advance as required for various tenders and use them during bid submission. This will facilitate the bid submission process by reducing time.
4) Tenderer should read the tenders published in the site and download the required documents / tender schedules for the tenders.
5) Tenderer then logs into the site by giving the user id/password chosen during registration and password of the DSC/e-token.
6) Only one DSC should be used for one Tenderer. If a Tenderer uses more than one DSC token, the bid would summarily be rejected.
7) Tenderer should read the Tender schedules carefully and submit the documents as per the Tender else the bid will be rejected.
8) If there are any clarifications the same may be clarified during the pre-bid meeting.
9) Tenderer should take into account the corrigendum's if any published before submitting the bids online.
10) Tenderer must in advance prepare the bid documents to be submitted as indicated in the tender schedule and they should be in the required format. If there are more than one document, they can be clubbed together.
11) Tenderer selects the tender which he is interested using search option & then moves it to the my favorites folder.
12) From the folder, appropriate tender can be selected and all the details can be viewed.
13) The Tenderer should read the terms & conditions and accept the same to proceed further to submit the bids.
14) The Tenderer has to enter the password of the DSC/e-token and the required bid documents have to be uploaded one by one as indicated.

15) The Tenderer has to submit the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected / will not be accepted by the system.

16) The rates should be offered in the format specified. (.xls format)

17) If the rates are not offered as per the given format the bid cannot be submitted / will not be accepted by the system.

18) Upon successful completion of the bid, the system will give a successful bid updating message, bid summary will be shown with the bid no., date & time of submission of the bid along with all other relevant details.

19) The bid summary should be printed and kept as an acknowledgement.

20) The bid summary will act as a proof of bid submission for the subject Tender.

21) For any clarifications regarding the Tender, the bid number can be used as a reference.

22) The bids should be submitted on or before the prescribed date & time.

23) Each document to be uploaded online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced by scanning at low resolution and the same can be uploaded.

24) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The Tenderers should follow this time during bid submission.

25) All the data being entered by the Tenderers would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not viewable by unauthorized persons during bid submission & cannot be viewed by any one until the prescribed date & time of bid opening.

26) The confidentially of the bids would be maintained. Secured Socket Layer 128-bit encryption technology is used. Data storage encryption of sensitive fields is done.

27) Any document that is uploaded to the server is subjected to symmetric encryption using a generated symmetric key. Further this key is subjected to asymmetric encryption using buyers' public keys. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.

28) The soft copy of the remittance towards EMD shall be uploaded in the e-tender.

29) For any queries, the Tenderers are asked to contact by mail cppp-nic@nic.in or by phone 1-800-233-7315 well in advance.

NOTE: FINANCIAL BID TO BE SUBMITTED AS PER FORMAT THROUGH ONLINE MODE AND ONE HARD COPY AS SPECIFIED

The bid should be valid for a period of 180 days from the date of last submission of bids for this tender shall essentially comprise of the following and should be submitted online, the same should be digitally signed and separately duly signed hard copy as per the method specified above should be submitted at the stipulated location on or before the last date of submission on or before the stipulated time:

1. Eligibility Criteria/ Pre-qualification documents to be submitted online as well as hardcopy
2. EMD/Cost of Tender document to be enclosed along with the offer and scanned copy of DD/Pay Order/Bankers Cheque to be uploaded online.
3. The Technical Compliance to be submitted online as well as hardcopy as per tender requirements and scope of work and technical specifications.
4. Price Bid Response Form and Price Schedule as per attached Annexure to be submitted online as well as hardcopy.

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CHAPTER - VII

SCOPE OF WORK

SCOPE OF WORK:

Contractor prerequisite: The Contractor should be an authorized service provider for all the items mentioned as per schedule-A, Technical Specification (Sl.nos.1 to 4) along with sufficient spares. For other items, the Contractor should have a Service Centre at Chennai with sufficient spares. Appropriate documents shall be produced as proof to support the same.

Support Window: Should provide 24*7 Onsite Oracle Premium support at Chennai Port Trust.

Support Resource:
Resources at the site to take care of the deliverables as per the support purview. Out of 6 Resident Service Engineers, 4 Resident Service Engineers should be stationed from 9:00 hrs. – 18:00 hrs. and 2 Resident Service Engineers from 18:00 hrs. – Next day 9:00 Hrs.

- Hardware Maintenance Support
- Network Maintenance Support
- UPS Maintenance
- Facility management (including installation-reinstallation of SW, setting up systems, End-User-Support)
- All engineers should have their own transport to attend the calls inside the Port.
- Necessary office room for the Resident Service Engineers will be provided by CHPT free of Cost.

Resident Service Engineers - Pre-requisite:

- **Data Base Administrator**: The Data Base Administrator should be an Oracle Certified Professional (OCP) with minimum 5 years' experience in the relevant field.

- **Resident Service Engineers**: Among the Resident service engineer

  - One SUN Engineer should be at Trust Premises with Sun Certified System Administrator (SCSA) and possess a minimum of 5 years' experience in SUN Server environment. The Service Engineers shall be a degree/diploma holder in the relevant field.

  - One Cisco Certified Network Administrator (CCNA) / Cisco Certified Network Professional (CCNP) should be available at site.

  - One MCSA/MCITP/MCSCE certified Professional and should possess a minimum 5 years' experience in WINDOWS Server environment should be at Trust premises.

Response & Resolution:

Should have an Oracle **Platinum Partner** Certificate and above (Proof should be enclosed).

On-site Engineers will prioritize the calls and respond accordingly.

All Operating System (OS) related calls would be resolved within 3 working hours from the response time.

All the Hardware problems should be resolved immediately. In case of replacement of the Spares, a spare with similar configuration or a spare of Higher configuration (at no extra cost) should be provided.

Resources should be deployed along with the existing Resident Service Engineer to ensure site handling comfort level for the backup resource.

Backup support resource should be provided in the absence of the existing Resident Service Engineer due to any eventuality.

The AMC is comprehensive, covering all repairs and replacements. Comprehensive AMC includes: -

i. All parts of Hardware for the equipment's mentioned in the statement above.

ii. Software uploading, data recovery in case of corruption of data in computers /servers under AMC;

iii. Battery for UPS and Shifting of Servers when needed.

iv. Addition / removal of Network Nodes (Network Cable & Jacks shall be provided by Ch.P.T.

v. Transportation and safety of Hardware from Ch.P.T site to repair Centre and vice versa.

Support Deliverables :

- OS support - Installation, Troubleshooting, Patch management & update services. Complete Network comprising of all Active and Passive components, cables, Peripherals.10 KVA on-line UPS.
- Ensure monitoring of Licensed SW deployment of OS.
- Office automation suites -- Installation, Troubleshooting, Patch management & update services
- Implement automated anti-virus updates on all desktops. Daily updates must be installed in all desktops & workstations. Timely documentation of the same.
- Ensuring effective performance of the Hardware and Network components taking into account the environmental factors like humidity, coastal climate, rodent intrusion etc.,

prevalent in Chennai Port Trust critical spares required for Servers, Computers and Peripherals and networking components should be made available on site.

- The firm should provide only OEM / genuine spares for maintaining all the Hardware under AMC.
- The firm should satisfy themselves of the prevailing conditions (corrosion, power surge, rodents intrusion etc.) in the Trust and should guarantee and ensure that the equipment's would work / be made to work in case of any failure during the contract period.

Server Management :

Intel Servers (Xeon)- 4 Nos.
SUN Servers v 440 - 2 Nos.
SUN Storage 3510 - 2 Nos.
SUN Blade console - 1 No.

Virus free server &Network, latest Antivirus updates should be loaded on server.
Orderly startup/shutdown of servers as per laid down process & procédure & monitor authentication.
User management - creation/deletion of users, groups etc, documenting the same.
Install required applications SW or patch upload, updates, service packs at appropriate time.
Security management : configuring account, policy management, access rights, password control as per best practices (in consultation with IT team of CHPT), documentant the same.
Monitor CPU, memory & other vital resources, Logs etc., periodically.
Periodic system maintenance to be carried out. Schedule & optimize the services running on all the servers time to time. Ensure all the critical services are running on the server.
Maintain list of all system & configuration files & volumes.
Backup of servers as defined by CHPT. reload OS &other application & restore in case of a crash.
OS performance tuning.
Deploying best practices in consultation with IT team of CHPT.
Network & site management :
Troubleshooting of active /passive components (Data).
Addressing configuration related problems monitoring WAN & LAN connectivity,
Coordinating with concerned team for Power & AC distribution.

Terms and conditions:

The Chennai Port Trust reserves the right to decrease the listed items during the Agreement period.

The Contracter should be an authorized service provider having an Office in India and should have Service Centre at Chennai with sufficient spares.

Resources at the site to take care of the deliverables as per the support purview. Out of 6 Resident Service Engineers, 4 Resident Service Engineers should be stationed from 9:00 hrs. – 18:00 hrs. and 2 Resident Service Engineers from 18:00 hrs. – Next day 9:00 Hrs.
Resources at the site to take care of the deliverables as per the support purview.
The resident engineer should ensure that sufficient on-site spares are available at all times.

Statutory Requirement:

PAN, TIN, VAT, Service Tax Registration, Certification of Registration of Companies – in case of Companies, as applicable – Any one of the above Documents shall be produced. Exemption on the required document shall be allowed with concurrence of Finance Department on case to case basis.
If the firm claims exemption for any of the above documents, they shall produce the Exemption Certificate or relevant documentary proof.

Other Conditions:

1. Comprehensive Annual Maintenance contract for "Database Servers, Intel Servers, Firewall, Network, Switches, Line Printers and UPS for a period of two years in Chennai Port Trust" under two cover system."

2. Comprehensive AMC include: -
   - Software uploading, data recovery in case of corruption of data in computers under AMC;
   - Laying Network Cable and troubleshooting / rectifying Network problems;
   - Battery for UPS

3. Should lay cables for LAN connectivity, fixing, trouble shooting and smooth running of the Port Network. All materials for Network (cable and jacks) shall be provided by the Chennai Port Trust.

4. The Tenderer should have an Office and service centre in Chennai.

5. The Trust reserves its right to Decrease the quantity by a maximum of 10% before placing the order. The rate however must remain the same.

6. The Trust reserves the right to remove / decrease any Component/s during the contract period.

7. Rates quoted must be firm throughout the contract period.

8. The AMC charges shall be paid by the Port on a half-yearly basis, upon successful completion at the end of each AMC half-year.

9. Resources at the site to take care of the deliverables as per the support purview. Out of 6 Resident Service Engineers, 4 Resident Service Engineers should be stationed from 9:00 hrs. – 18:00 hrs. and 2 Resident Service Engineers from 18:00 hrs. – Next day 9:00 Hrs.

10. The successful tenderer shall ensure the availability of Resident Engineers for as specified at Clause 12 above.

11. The Resident Engineer should attend every call immediately and keep a log of calls made and their status. The contractor shall make all arrangements to provide a standby in case the defective equipment could not be rectified within a day.

12. NO TRANSPORT would be provided by Chennai Port Trust.

13. The successful tenderer should ensure transport facilities to all the Resident Engineers posted at their own cost.

14. The successful tenderer should ensure that sufficient on-site spares are available at all times.

15. In case of replacement of the Spares, a spare with similar configuration or a spare of Higher configuration (at no extra cost) should be provided.

16. The successful tenderer should satisfy himself of the prevailing conditions (corrosion, power surge, rodents intrusion & its components) in the Trust and should guarantee and ensure that the equipment's would work / be made to work in case of any failure during the contract period.

17. The successful tenderer should provide the details of contact persons in the form of Escalation matrix.

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SCHEDULE-A
TECHNICAL SPECIFICATION

Comprehensive Annual Maintenance Contract for Database Servers, Intel Servers, Firewall, Network, Switches, Line Printers and UPS for a period of two years in Chennai Port Trust under Two Cover System.

The Technical Specifications for the items are as under: -

1. SUN V440 SERVER:

SUN FIRE V440 SERVER

2 * 1.06 GHZ ULTRA SPARC IIIi PROCESSORS EXPANDABLE UPTO 4 CPU

4 GB RAM EXPANDABLE UPTO 16 GB RAM

2 * 36 GB 10K RPM ULTRA 320 SCSI HDD

2 * 10/100/1000 MBPS ETHERNET PORTS

DVD ROM

REDUNDANT SMPS POWER SUPPLY

2.SUN STOREDGE 3500 SERIES:

SUN STORAGE 3510 FIBRE CHANNEL ARRAY

RACK READY

2 * FCAL HARDWARE RAID CONTROLLER

1 GB CACHE PER CONTROLLER

5 * 36 GB 15K RPM FIBRE CHANNEL DISKS

EXPANDABLE UPTO 432 GB HDD

REDUNDANT SMPS POWER SUPPLY

3.SUN BLADE 150 CONSOLE:

SUN BLADE 150 WORKSTATION

ULTRASPARC III 650 MHZ WITH 512 KB ONCHIP L2 CACHE

256 MB DIMM RAM

40 GB HDD

48X CD-ROM DRIVE

PGX64 ONBOARD GRAPHICS

SUN STORAGE ENTERPRISE BACKUP S/W BUSSINESS EDITION WITH SCHEDULER & ROBOTICS

10/100 ETHERNET

4.SUN STORAGE AUTOLOADER L8:

DLT DRIVE PCI DUAL DIFFERENTIAL SCSI

ULTRA3 HOST BUS ADAPTER10 METERS 68 PIN

TO DIFFENTIAL SCSI CABLE SDLT MEDIA

10 PACK (10 NOS) SDLT CLEANING

CARTRIDGE 10 PACK (10 NOS)

5.MASTER MIND INTEL(R) XEON™:

DUAL CPU XEON 2.4 GHz

2 GB SDRAM EXPANDABLE

UPTO 4 GB RAM

2 * 36 GB ULTRA III SCSI HDD

(HOT SWAPABLE)

52X CD DRIVE

HARDWARE RAID SRCU 42X DUAL CHANNEL

ULTRA 320 RAID CONTROLLER

40/80 GB DLT DRIVE

2 * 100/1000 Mbps NIC Card

1 * 10/100 MBPS NIC CARD

2 * SMPS POWER SUPPLY

PRELOADED WINDOWS 2003 SERVER

– STANDARD EDITION WITH MEDIA

6.UPS NUMERIC 10KVA:

7.UPS NUMERIC 10KVA SUPPORTING BATTERIES

8.LIPI LINE PRINTER: MODELT-6050, T-6306

9.CISCO 4503 L3 CORE SWITCH:

cisco WS-C4503 processor (revision 4) with 512mb of memory.

9 Ethernet/IEEE 802.3 interfaces

1 Fast Ethernet/IEEE 802.3 interface

32 Gigabit Ethernet/IEEE 802.3 interface(s)

10.CISCO 1800 SERIES ROUTER

11.CISCO SWITCH/ DLINK SWITCH/ DAX SWITCH

12. SWITCHES INTEX/NETGEAR/COMPEX

13. NETWORK NODES

14. UPS ÀPC 600VA

15.CISCO ASA 5510 SERIES

256 MB RAM, CPU Pentium 4 Celeron 1600 MHz

Internal ATA Compact Flash, 256MB

Physical Interfaces: 4

VLANs:10

VPN Peers :50

16.SUN SPARC ENTERPRISE M3000

Sun 1 x 2.52 GHz CPU, SPARC64 VII Quad Core, Sun Microsystems 4GB Memory kit (4 × 1GB DIMM), Sun 147GB x2.

17.IBM SYSTEMX3200

Intel(R) Xeon(R) CPU

3050 @ 2.13GHz Processor

2.00 GB of RAM

18.DBA – Data Base Administrator

19.Resident Service Engineers

- The Data Base Administrator should be an Oracle Certified Professional (OCP) with minimum 5 years experience in the relevant field and should produce necessary proof in support of the same.
- One SUN Engineer should be at Trust Premises with Sun Certified System Administrator (SCSA) and possess a minimum of 5 years' experience in SUN Server environment. The Service Engineers shall be a degree/diploma holder in the relevant field.
- One Cisco Certified Network Administrator (CCNA) / Cisco Certified Network Professional (CCNP) should be available at site.
- One MCSA/MCITP/MCSCE certified Professional and should possess a minimum 5 years' experience in WINDOWS Server environment should be at Trust premises.
- Out of these Resident Service Engineers, one should be a Team Leader and would be the Single Point of Contact.

Conditions:

1. The Database Administrator will work under the Administrative control of the Sr.Dy.Director (EDP) or his representative.

2. The Database Administrator should be an Oracle Database Administrator Certified and should produce necessary proof in support of the same. He should possess a minimum of 5 years experience in similar Database Administrator Activities.

3. The Database Administrator must be available in the EDP division during the normal working hours of the Chennai Port Trust for easy approach and to get their assistance to solve problems then and there.

4. The Database Administrator under contract must furnish the contact details viz., Names, Mobile Number to the EDP Division of Chennai Port Trust to contact them in contingencies in particular after the normal working hours of the Trust. In times of crisis he should be available at the contact address given. He should inform the Sr.Dy.Director (EDP) if he changes his address or phone no. & should report to the site within 2 hours.

5. The Database Administrator should obtain prior permission from the competent authority for late coming or absence. In the event of absence of the Database Administrator for more than 24 hours, an alternate arrangement should be made failing which the consolidated remuneration will be paid on pro-rate basis.

6. Whenever any issue is reported, the Database Administrator must be in a position to attend to the issue immediately,

7. Periodical meetings to review the status of the working of Database Administrator and a daily log sheet must be maintained

8. The Tenderer should ensure the smooth functioning of the Database Server.

CHENNAI PORT TRUST

COST SCHEDULE

SCHEDULE 'A1'

Sl. No.	Make / Model	TECHNICAL REQUIREMENT Configuration/Specification	Qty	Rate/unit	Total cost per year	Total cost for 2 years
1	SUN V440 SERVER	SUN FIRE V440 SERVER 2 * 1.06 GHZ ULTRASPARC IIIi PROCESSORS EXPANDABLE UPTO 4 CPU 4 GB RAM EXPANDABLE UPTO 16 GB RAM 2 * 36 GB 10K RPM ULTRA 320 SCSI HDD 2 * 10/100/1000 MBPS ETHERNET PORTS DVD ROM REDUNDANT SMPS POWER SUPPLY	2			
2	SUN STOREDGE 3500 SERIES	SUN STORAGE 3510 FIBRE CHANNEL ARRAY RACK READY 2 * FCAL HARDWARE RAID CONTROLLER 1 GB CACHE PER CONTROLLER 5 * 36 GB 15K RPM FIBRE CHANNEL DISKS EXPANDABLE UPTO 432 GB HDD REDUNDANT SMPS POWER SUPPLY	2			
3	SUN BLADE 150 CONSOLE	SUN BLADE 150 WORKSTATION ULTRASPARC III 650 MHZ WITH 512 KB ONCHIP L2 CACHE 256 MB DIMM RAM 40 GB HDD 48X CD-ROM DRIVE PGX64 ONBOARD GRAPHICS SUN STORAGE ENTERPRISE BACKUP S/W BUSSINESS EDITION WITH SCHEDULER & ROBOTICS 10/100 ETHERNET	1			
4	SUN STORAGE AUTOLOADER L8	DLT DRIVE PCI DUAL DIFFERENTIAL SCSI ULTRA3 HOST BUS ADAPTER10 METERS 68 PIN TO DIFFENTIAL SCSI CABLE SDLT MEDIA 10 PACK (10 NOS) SDLT CLEANING CARTRIDGE 10 PACK (10 NOS)	1			

5	MASTER MIND INTEL(R) XEON™	DUAL CPU XEON 2.4 GHz 2 GB SDRAM EXPANDABLE UPTO 4 GB RAM 2 * 36 GB ULTRA III SCSI HDD (HOT SWAPABLE) 52X CD DRIVE HARDWARE RAID SRCU 42X DUAL CHANNEL ULTRA 320 RAID CONTROLLER 40/80 GB DLT DRIVE 2 * 100/1000 Mbps NIC Card 1 * 10/100 MBPS NIC CARD 2 * SMPS POWER SUPPLY PRELOADED WINDOWS 2003 SERVER – STANDARD EDITION WITH MEDIA	4			
6	UPS NUMERIC 10KVA		2			
7	UPS NUMERIC 10KVA SUPPORTING BATTERIES		40			
8	LIPI LINE PRINTER	MODELT-6050, T-6306	8			
9	CISCO 4503 L3 CORE SWITCH	CISCO WS-C4503 processor (revision 4) with 512mb of memory. 9 Ethernet/IEEE 802.3 interfaces 1 Fast Ethernet/IEEE 802.3 interface 32 Gigabit Ethernet/IEEE 802.3 interface(s)	1			
10	CISCO 1800 SERIES ROUTER		1			
11	CISCO SWITCH/ DLINK SWITCH/ DAX SWITCH		125			
12	SWITCHES INTEX/NETGEAR/COMPEX		3			
13	NODES	NETWORK NODES (Approx.)	1000			
14	UPS ÀPC 600VA		120			
15	CISCO ASA 5510 SERIES	256 MB RAM, CPU Pentium 4 Celeron 1600 MHz Internal ATA Compact Flash, 256MB Physical Interfaces: 4 VLANs: 10 VPN Peers : 50	1			
16	SUN SPARC ENTERPRISE M3000	Sun 1 x 2.52 GHz CPU, SPARC64 VII Quad Core, Sun Microsystems 4GB Memory kit (4 × 1GB DIMM), Sun 147GB x2.	1			
17	IBM SYSTEMX 3200	Intel(R) Xeon(R) CPU 3050 @ 2.13GHz Processor 2.00 GB of RAM	1			
18	DBA		1			
19	Resident Service Engineer		6			
	TOTAL					
	SERVICE TAXES for items -------- at % to be mentioned as applicable					
	VAT for items------- at % to be mentioned as applicable					
	GRAND TOTAL					

RATE OF SERVICE TAX SHALL BE QUOTED AS PER PREVAILING RATE. IF 0% IS QUOTED IT SHALL BE TREATED AS NIL VALUE.

NOTE:

The price quoted must be firm and shall hold good for the entire contract period.
The rate furnished for each item should include the cost of spares except consumables.
No counter conditions should be included in the financial proposal. Any conditional tender shall be summarily rejected.
All prices shall be firm with all taxes and duties which shall be quoted separately as per the current applicable rate. The Trust does not bind itself to accept claims for any extra payment.

DATE:

SEAL **TENDERER**

CHENNAI PORT TRUST

SCHEDULE `B'

SPECIAL CONDITIONS OF CONTRACT

1. The Contractor shall examine carefully the General Rules and Directions, General and Special Conditions of Contract, Technical Specifications and Shall inspect the site to acquaint himself/herself with the nature of work local working conditions & its components., for the purpose of making his/her offer on his own responsibility.

2. The Tenderer shall be responsible for any accident, damage or injury caused to any of his/her employees during the execution of this work till acceptance and shall hold the Board blameless in respect thereof and also on respect of any reason whatsoever.

3. The FA & CAO or his/her representative shall be at liberty to object to and require the contractor to remove from the works any person employed by the Contractor for the works, who in the opinion of the FA & CAO or his representative, misconducts himself/herself or due to his incompetence or negligence in the proper performance of his/her duties and such persons shall not be again employed upon the works, without the permission of the FA & CAO.

4. The price shall be firm till the completion of the contract.

5. The Tenderer shall be responsible for all structural damage to both permanent and temporary property of the Trust and for injury caused by work or workmen to persons, animals or things and shall hold the Board blameless in respect thereof. He/she shall also be responsible for any injuries or damages caused to the works by inclemency of weather and shall rectify at his/her own cost, the damages caused by the same and thoroughly complete the whole of the works.

6. (i) Authorized representative of the Trust shall have full and free access to inspect the assembly of the equipment at site in Chennai Port while in progress.

(ii) The Contractor shall at his/her own expense provide all special materials, tools, tackles, apparatus and things necessary to assemble the plant and complete the test and demonstration in the manner aforesaid.

7. **PAYMENT TERMS**:

The AMC charges shall be paid by the Port on a half-yearly basis, at the end of each AMC half-year. The tenderer is requested to furnish necessary documentary proof of payment of the taxes, duties, insurances, transportation.

8. As per Section 194 (C) of the Income Tax Act, Income Tax @ 2%, 5% under TNVAT ACT 2006 will be deducted for which Form ‘16 A’ under Income Tax Act and Form ‘T’ under TNVAT Act will be issued by the Trust.F

9. **PENALTY CLAUSE: Uptime**: Minimum uptime of 99 % for items 1 to 6, 11, 15 16, 17 & 18 as per Schedule – A1 and 95% for other items (including Network) as per Schedule – A1 should be guaranteed during the maintenance (AMC) period.

(a) It has to be ensured by the Contractor that all complaints are attended to within 2 hours of lodging of complaint and the faults/defects arising in the said equipment are identified and rectified within 24 hours (including holidays). The resident Engineer should attend every call immediately. The contractor shall make all arrangements to provide a standby equipment in case the defective equipment could not be rectified immediately.

Service Engineer so deputed shall attend to the complaints on call basis and all the complaints/calls should be attended and completed by the firm within 24 hours of logging and not more than 48 hours of logging of such complaint. In case a complaint/call is not attended satisfactorily within stipulated period i.e. maximum of 48 hours, deduction at the penalty rates as per clause 9 (b) below will be made out of the payment beyond the stipulated period till such time the defect is rectified and the system/equipment is brought back to normal working condition.

(b) In case the hardware remains either unattended or defective even after the specified downtime, the deduction at the following rates per day / per machine will be made as penalty from out of contractual charges payable to the firm as under:

1	**Servers, UPS-10 KVA, Cisco Firewall , Core Switch**	(Item 1 to 6, 9,15,16,17 as per Schedule A1)	**Rs.2000/- per day or part thereof**
2	**Lipi-line printer**	(Item 8 as per Schedule A1)	**Rs.200/- per day or part thereof**
3	**UPS, Network Peripherals & its components**	(Item 7,10,11,12,13, 14 as per Schedule A1)	**Rs.100/- per day or part thereof**
4	**Database Administrator**	(Item 18 as per Schedule A1)	**Rs.4000/- per day or part thereof in addition to clause 9(c) below.**
5	**Resident Service Engineers**	(Item 19 as per Schedule A1)	**Rs.1000/- per day or part thereof in addition to clause 9(c) below.**

(c) In case of non-availability of required number of Resident Engineers / Database Administrator / during the contract period, a sum equivalent to per man-day cost which will be arrived from the Annual cost of Resident Engineer furnished by the contractor will be deducted as Penalty from the Performance Guarantee or any other amount due to the contractor for each day of absence of Resident Engineers.

The above charges, payable by the contractor to the Trust shall be adjusted from the payments to the Contractor. If the payment due to the Contractor towards AMC charges is not

adequate for such adjustment, the Trust has the right, without prejudice to any other remedy under the Law to encash the Performance Guarantee. Upon such encashment and appropriation of the Performance Guarantee, Trust shall grant a period of 15 (fifteen) days to the contractor to provide a fresh Performance Guarantee and the Contractor shall within the time so granted furnish to the Trust such Performance Guarantee failing which the Trust shall be entitled to terminate this contract under the Termination clause.

However, repeated defaults due to frequent breakdowns shall not be permitted for more than 12 times in every Operating year. If it exceeds 12 times, the same will be treated as Breach of Contract and lead to termination of Contract, forfeiture of Performance Guarantee and If this contract is terminated on account of the Contractor's failure to perform or discharge or breach of any of its obligations, terms and conditions in accordance with the provisions of the Contract Agreement besides forfeiture of Performance Guarantee, the Trust shall be entitled to recover from him such damage as may be determined by the FA & CAO with due regard to the inconvenience caused to the Trust on account of such termination without prejudice to the Trust's right to proceed against such Contractor.

10. No correspondence shall be entertained by the Chennai Port Trust from the unsuccessful tenderers.

11. Chennai Port Trust reserves the rights to accept or reject any or all offers without assigning any reason thereof.

12. **BREACH OF CONTRACT**

Any one or more of the following shall be construed as a Breach of Contract: -

I. Failure to sign and execute the Agreement as per Clause 25 of Chapter II.
II. Failure to commence the work within 7 days from the date of Placement of Order.
III. Failure to pay the Penalty charges for the Annual Maintenance Contract period as per Clause 9 of Schedule 'B'
IV. Failure to provide alternative arrangements within a maximum of 24 hours to ensure smooth flow of work and to rectify the defects during the Warranty period within a period of 3 (Three) days and or the period as extended by FA & CAO.
V. Failure to replace or renew the Performance Guarantee as per Clause 6 of Chapter III.
VI. Failure to transfer all applicable Permits, Licenses, Patents & its components., to Chennai Port Trust at the time of handing over of System.
VII. Failure of the Contractor to adequately insure the employees, staff, officers, plant, machineries, buildings, equipment's, project assets, facilities, services & its components.,

VIII. Failure to renew the Insurance and if the Trust exercises its option to purchase and maintain any insurance and such sums are not reimbursed by the Contractor;

IX. Any failure to pay wholly or partially for utilities, facilities and services provided by the Trust;

X. Utilizing the services provided by Chennai Port Trust for any other purpose other than the purpose for which it is given as per the conditions of Contract

XI. Company goes into voluntary liquidation or otherwise;

XII. Evidencing of an intention by the Contractor not to be bound by the terms of the Contract Agreement;

XIII. the Contractor abandons the Installation/Erection of any or part of the work under this Contract for a continuous period of 30 days;

XIV. Failure to comply with the statutory obligations under applicable laws;

XV. Violating of strategic, security, environmental concerns on the Contractor's part;

XVI. The Contractor engaging or knowingly allowing any of its employees' agents or representatives to engage in any activity prohibited by Law or which constitutes a breach of or an offence under any Law, in the course of any activity undertaken pursuant to the Contract Agreement;

XVII. If the Trust exercises its option to rectify the damages and such sums are not reimbursed by the Contractor within 15 days as per Clause 9 (x) of Schedule-B. Failure to pay any other amount due to the Trust as per the terms and conditions of the Contract.

XVIII. Failure to pay minimum wages to Employees as per Minimum Wages Act or any failure as per the applicable Labour Laws.

XIX. Failure to perform or discharge or breach of any of its obligations, terms and conditions in accordance with the provisions of the Contract Agreement.

XX. Failure to pay Performance Guarantee in the form of Demand Draft / Bankers' Cheque / Bank Guarantee drawn on any Scheduled Bank / Nationalized Bank payable at Chennai as per the tender conditions within the time limit of 15 days from the date of receipt of the Letter of Intent / order or such extended date of FA & CAO.

XXI. **FORECLOSURE:** The Trust reserves every right to foreclose the contract at any time during the Contract period.

XXII. The Trust reserves every right to reduce number of quantities mentioned in Schedule A1 against each item from AMC during the contract period.

13. **CANCELLATION/TERMINATION OF CONTRACT**:

If the contractor breaches any of the contractual obligations as set forth in Clause 12 of Schedule-B, the contract shall be cancelled and Performance Guarantee encashed.

14. **FORCE MAJEURE**:

If at any time during the continuance of this contract the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war (whether declared or not) act of God or acts of Republic of India's enemies, invasions, riots, civil commotion, fire, sabotage, accidents, floods, earthquakes, storms, plague, quarantine, strikes or lock-outs or any labour unrest, go slow at contractor's work or that of the suppliers/sub contractor's work or any natural calamities or any other factor which are reasonably beyond the control of both the parties, provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either in respect of such non-performance or delay in performance and completion of work under the contract shall be resumed as soon as practicable after such event has come to an end of cease to exist and the decision of the Engineer as to whether the work has been so resumed or not shall be final and conclusive provided further that if the performance in whole or in part or any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that if the contract is terminated under this clause, the Board shall be at liberty to take over from the contractor at a price to be fixed by the FA & CAO, which shall be final all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture in the possession of the contactor at the time of such termination or such portion thereof as the Board may deem fit excepting such materials, bought out components and stores as the contractor may with the concurrence of the Board elect to retain.

15. It must be clearly understood that the amount payable under the contract is to be inclusive of everything required to be done as per the specifications, conditions of supply and all such work as is necessary for the proper completion of the contract although special mention thereof may have been omitted in the specifications.

16 The contractor shall be solely responsible for reporting to the Board and the Police department of any serious or fatal accident inside the harbour premises to any of his employees / workman engaged by him.

17. The prices shall be firm and not subject to fluctuation at any stage till the completion of the contract. The prices quoted must be filled in ink both in figures and words in the Schedule of prices

attached with the Tender Document and any correction shall be supported by the Contractor's signature there against.

18. The Contractor shall indicate specifically and separately for any items which have not been specifically mentioned in the specification but which are found necessary for completion, efficient installation and operation of electrification system other than those items which are not covered under 'works not included'.

19. The tender shall be accompanied by sufficient details of materials included in the offer with catalogue and sketches wherever necessary for comprehensive assessment of its merits and performance.

20 It shall be entirely the Contractor's responsibility to take required steps to adequately safeguard the personnel carrying out the work and to ensure that the work is carried out in such a manner that maximum safety to the personnel is assured. They shall all be adequately insured and produce proof for the insurance premises paid when called upon FA & CAO to do so.

21. All materials specified for the work shall be subject to the approval of the Sr.Dy.Director (EDP) or his representative and no materials shall be used on the work without prior approval of the Sr.Dy.Director (EDP) or his representative.

22. The Contractor shall co-ordinate his work with that of other Contractors executing other works in the site and plan his work as to minimise inconvenience to others in the work site.

23. The watch and ward and storage of materials shall be Contractor's responsibility and the Board shall not be held responsible for any loss of the material.

24. The Contractor shall be deemed to have satisfied himself before submitting the tender as to the correctness and sufficiency of his Special Limited Tender for the work and of his price stated in the schedule as to cover all his obligation under the contract for completion of the work.

25 For Harbour entry pass and direction to site of work for inspection for the purpose of making the offer, the Contractor shall contact the Sr. Dy. Director (EDP) at Chennai Port Trust, 4th floor, Centenary Building, No.1, Rajaji Salai, Chennai - 600 001, Phone No.25312510.

26. **Form of Integrity Pact – Undertaking**:

a) The bidders shall give an undertaking that they have not made any payment or illegal gratification to any person / authority connected with the bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid.

b) The bidders shall disclose any payments made or proposed to be made to any intermediaries (agents & its components.) in connection with the bid.

FA & CAO

CHENNAI PORT TRUST

CHECK LIST

Tender for Comprehensive Annual Maintenance contract for Database Servers, Intel Servers, Firewall, Network, Switches, Line Printers and UPS for a period of two years in Chennai Port Trust under two cover system

Sl.No	Description	YES/NO
1.	Enclosed Self Attested copies for the Annual financial Turn over(Profit & Loss) statement for the years 2013-14, 2014-15, 2015-16.	
2.	Enclosed Self Attested work orders indicating its break up values for meeting the Eligibility Criteria.	
3.	Enclosed Self Attested Completion certificate for the respective work order indicating the order reference, order value and Completed date.	
4.	Acceptance of the Trust's Terms and Conditions:	
	Validity (180 days)	
	Performance Guarantee 5% of the Total Contract Value	
	Period of Contract (24 months)	
	Payment Terms	
	LD Clause	
	All Trust's Terms and Conditions	

CHENNAI PORT TRUST

SCHEDULE - 'C'

DEFINITIONS AND INTERPRETATIONS:

1. In the contract as hereinafter defined, the following work and expressions shall have the meaning thereby assigned to them except where the contract otherwise required.

   (a) "AMC" means Annual Maintenance Contract for a period of 2 (Two) Years from the date of acceptance.

   (b) "BOARD" means the Trustees of the Port of Chennai, a body corporate under Major Port Trusts' Act of 1963 as amended from time to time.

   (c) "TRUST" means Chennai Port Trust represented by Chairman, Dy.Chairman or any authorized representatives.

   (d) "FA & CAO" means the Financial Adviser and Chief Accounts Officer of the Chennai Port Trust and his successors or any authorized representative of the FA & CAO detailed from time to time by the FA& CAO to perform the duties be required in the contract during the warranty period till the completion of the contract.

   (e) "SR.DY. DIRECTOR (EDP)" means Senior Deputy Director (EDP), Officer of the Chennai Port Trust.

   (f) "CONTRACTOR" means the person or persons, firm or company whose tender has been accepted by the Board and includes Contractor's personal representatives, successors and permitted assigns.

   (g) "CONTRACT" means the conditions of the contract, specifications, manuals, software, schedule of work within quantities and rates therein, tender and contract agreement.

   (h) "TENDERER" means the person or persons, firm or company who have submitted the Tender.

   (i) "PERFORMANCE GUARANTEE" means the Guarantee in the form of Demand Draft / Bankers' Cheque / Bank Guarantee drawn in favour of Chairman Chennai Port Trust payable in Chennai

2. The materials to be supplied by the contractor shall be of the highest quality & as per the tender conditions and shall be subject to the approval of the FA & CAO.

3. The materials are to be delivered at specified places in the Trust's premises in Chennai free of charges to the Board and at the contractor's risk in such quantities or numbers at such

time and in such manner as the FA & CAO or his authorized representative / classification Surveyor may decide from time to time order.

4. The contract or any part, share or interest in it shall not be transferred directly or indirectly to any persons whomsoever without the written consent of the Board / FA& CAO.

5. In the event of the breach of any of the provision of the contract by the contractor, the Board shall have the right to terminate the contract summarily without payment of any compensation whatsoever.

6. In the event of the Board terminating the contract for breach by the contractor of any of the provisions thereof, the contractor shall be liable for any loss suffered by the Board upto the time of termination of the contract and for any further loss the Board may suffer during the reminder of the period originally covered by the contract.

7. All disputes between the parties and any statutory modification thereof shall be deemed to apply to such references and deemed to be incorporated in the contract and jurisdiction for all legal suits arising out of this contract shall be within the jurisdiction of the High court at Chennai.

8. In the event of the death, insanity or insolvency of the contractor, the Board shall have the right to terminate the contract summarily and to purchase in the open market any goods or materials covered by the contract. In this case the contractor shall not be liable for any excess in the price paid for such purchase over the contract price.

9. The Order may be cancelled at any point of time in between the Contractual Period at the discretion of the Chennai Port Trust without assigning any reasons and without any liability or any obligation for such cancellation.

10. The Port Trust shall reimburse the Taxes and Duties, which the Port is liable to pay as per law alone at the time of making payment of bills to the Tenderer. If there is any change in the rate of Taxes and Duties quoted in the Bid during the currency of contract, then the Port Trust shall reimburse the Taxes and Duties at the revised rate, subject to the Tenderer producing the necessary documentary evidence for the payment to the Tax Authorities to the satisfaction of the Port Trust for reimbursement.

Any new Tax levied by the Government after the award of contract, which Port Trust is liable to pay as per Law alone shall be reimbursed subject to submission of documentary evidences for payment of the same to the Tax Authorities.

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 Trust under any circumstances.

In the event of the Tenderer not indicating the rate of Taxes and Duties included in the Price separately in the Bid, the Port shall not pay any change in the rate of Taxes and Duties

including any newly levied Taxes and Duties during the entire currency of the contract under any circumstances

11. Any notice to the contractor shall be deemed to be sufficiently served, if given or left in writing at his usual or last known place of abode or business.

12. If any foreigner is employed by the contractor to work within the harbour premises, the contractor shall ensure that such a foreigner possesses the necessary special permit issued by the civil authority in writing and also comply with the instructions issued thereof from time to time. In the event of any lapse in this regard, the contractor shall be personally held responsible for the lapse and the Board shall not be liable in any event.

13. The contract is liable for cancellation if either the contractor himself or any of his employees is found to be a person who has held a class I post under the Board immediately before retirement and has, within two years of such retirement, accepted without obtaining the previous permission of the Board or The Chairman, as the case may be, an employment as contractor for, or in connection with the execution of public works, or as employees of such contractor.

14. If any contract is terminated on account of the failure of the contractor to comply with the above clause, the Board shall be entitled to recover from him such damage as may be determined by the FA & CAO with due regard to the inconvenience caused to the Trust on account of such termination without prejudice to the Trust's right to proceed against such officer.

15. No counter conditions should be included in the financial proposal. Any conditional Price Bid shall be summarily rejected.

16. In these conditions unless there is something in the subject or context inconsistent with the singular shall include the plural and vice versa, words impart the masculine gender shall include the feminine and words impart persons shall include bodies corporate.

FA & CAO
CHENNAI PORT TRUST

ANNEXURE - A

FORM OF AGREEMENT

THIS AGREEMENT made this day of two thousand at Chennai BETWEEN the Board of Trustees of the Port of Chennai, a body corporate under Major Port Trusts Act of 1963 (hereinafter called the Board which expression shall, unless excluded by or repugnant to the context be deemed to include their successors in Office) of the one part AND (hereinafter called the "CONTRACTOR" which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and assigns or successors in Office) on the other part.

WHEREAS the Board is desirous of contracting the work comprising of COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR PERSONAL COMPUTERS AND PERIPHERALS OF VARIOUS MAKES, MODELS AND BRANDS

and

WHEREAS the Contractor has offered to execute, complete and maintain such works and whereas the Board has accepted the tender of the contractor and whereas the contractor has deposited a sum of

Rs. /- (Rupees

as security for due fulfilment of all the conditions of this contract.

NOW THIS AGREEMENT WITNESSES as follows:

1. In this agreement Words and expressions shall have the same meanings as are respectively assigned to them in the condition of the contract hereinafter referred to.

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

a.	Technical Specifications	- Schedule `A'
b.	Cost Schedule	- Schedule Ä1
c.	Special Conditions of Contract	- Schedule `B'
d.	General Conditions of Contract	- Chapter III
e.	Tender Document,	
f.	Letter(s) of correspondences including Fax/E-Mail	
g.	Written acceptance by the contractor & its components.,	

3. The Contractor hereby covenants with the Board to complete and maintain the Works' in conformity in all respects with the provision of the agreement.

4. The Board hereby covenants to pay the Contractor in consideration of such construction, completion and maintenance of the works, the "Contract Price" at the times and in the manner prescribed by the contract.

5. IN WITNESS WHEREOF, the parties hereunto have set their hands and seals the day year first above written.

6. "Any litigation arising out of this Agreement, shall only be adjudicated before the competent court of Law within the jurisdiction of Hon'ble High Court of Madras".

The common seal of the Board of Trustees of the Port of Chennai represented by its Chairman was hereunto affixed and

FA&CAO

thereof has set his hand in the presence of

DEPUTY DIRECTOR (EDP)

FA & CAO
CHENNAI PORT TRUST

SR.DY. DIRECTOR (EDP)

Signed and sealed by the Contractor in the presence of

The signature is made on behalf of and by authority from the Board of Trustees of the Port of Chennai represented by its Chairman under Section 34(i) of the Major Port Trusts Act, 1963.

1.

2. CONTRACTOR.

To be uploaded online

FORMAT OF POWER OF ATTORNEY

ANNEXURE - B

Dated: _____

POWER OF ATTORNEY

To Whomsoever It May Concern

Mr. _____ (Name of the Person(s)), domiciled at _____ (Address), acting as _____(Designation and name of the firm), and whose signature is attested below, is hereby authorized on behalf of _____ (Name of the Tenderer) to provide information and respond to enquiries etc. as may be required by the Port Trust or any governmental authority for the (project title) _____ and is hereby further authorized to sign and file relevant documents in respect of the above.

(Attested signature of Mr. _____)

For _____ (Name of the Tenderer)

For _____ (Name of the Tenderer)

CHENNAI PORT TRUST

ANNEXURE – C
TENDER FORM

NOTE: Tenderers are required to fill up all the blank spaces in this tender form.

To

The FA&CAO,
IVth Floor, Centenary Building,
No.1, Rajaji Salai, Chennai Port Trust,
Chennai - 600 001,
India.

1. Having examined the General Rules and Directions, Conditions of tender, Specifications and Schedules attached to the tender and having satisfied ourselves of the site conditions for **"COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR DATABASE SERVERS, INTEL SERVERS, FIREWALL,NETWORKS,SWITCHES, Line Printers AND UPS FOR A PERIOD OF TWO YEARS IN CHENNAI PORT TRUST UNDER TWO COVER SYSTEM."**in conformity with said conditions of tender, specifications, etc. at rates for items of work in the schedule of items of work and rate attached herewith.
2. We shall undertake **"COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR DATABASE SERVERS, INTEL SERVERS, FIREWALL, NETWORK, SWITCHES, Line Printers AND UPS FOR A PERIOD OF TWO YEARS IN CHENNAI PORT TRUST UNDER TWO COVER SYSTEM"** from the date of receipt of order.
3. We further undertake, if our tender is accepted to deposit within 21 days from the date of receipt of order to commence work and Performance Guarantee to the extent of 10% (Ten percent) of the contract value in the manner set-forth in the conditions in the General Rules and Directions.
4. And, we further undertake, if our tender is accepted to enter into and execute Within 21 days from the date of receipt of relevant documents from Chennai Port Trust, an agreement in the form annexed and the conditions of tender with such modifications together with Tender Document, Minutes of the Tender Committee Meeting(s), letter(s) of correspondences including Fax / E-Mail / Post the written acceptance etc., shall constitute a binding contract between us.
5. Unless and until a formal agreement is prepared and executed, this tender together with your written acceptance thereof, shall constitute a binding contract between us.

6. We agree to abide by this tender for the period of 6 months from the date of opening of Tenders.

7. We have deposited Earnest Money as per the Trust's terms and conditions.

8. We further agree that in the event of our withdrawing the tender before the receipt of the final decision or in the event of failing to deposit the Performance Guarantee in such form as contained in the instructions to tenderers or in the event of our tender being accepted fail to execute an agreement. The successful Tenderer shall execute an agreement **within 21 days** from the date of payment of Performance Guarantee receipt of documents from the Trust for execution of the agreement. If the tenderer, whose tender has been accepted, fails to execute an agreement within the stipulated period action shall be initiated for execution of the same upto the period of 30 days. In case of failure upto a period 30 days from the stipulated due date then action for termination shall be initiated.

9. We confirm that all statements documents, information submitted / given with this bid or in support of bid is/are true, genuine, authentic, legitimate and valid. I agree that at any time from the date of submission of Bid or after award to selected successful bidder, in case any of these statement document, information is / are found incorrect. False, wilful misrepresentation or omission of facts or submission of false/forged documents, the EMD/Performance Guarantee submitted by me/us shall be forfeited by ChPT".

10. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this..... day of.....in the capacity of..... duly authorised to sign tender for and on behalf of .....

(IN BLOCK CAPITALS) Signature

Witness Address:

FA & CAO
CHENNAI PORT TRUST

To be Uploaded Online

CHENNAI PORT TRUST
ANNEXURE -D
SCHEDULE OF GENERAL PARTICULARS

1	Name of Tenderer/Manufacturer	
2	Address of Tenderer/Manufacturer	
3	Telegraphic/Telex/Fax Code of Tenderer/	
4	Name and Designation of the Officer of the Tenderer to whom all reference shall be made for expeditious Technical Co-ordination.	
5	Place of Manufacture	
6	Service facilities available	
7	Availability of spare parts	
8	Tenderer's Proposal Reference and Date	
9	Tenderer's proposed validity period	
10	Earnest Money deposited	
11	Terms of payment as laid down in General Conditions of Contract acceptable.	
12	Are all Technical details called for and price as called for in Schedule filled up	
13	Performance Report	
14	Tender Document Signed & sealed in all papers.	
15	Enclosed self-attested copies of Balance Sheet.	
16	Enclosed self-attested copies of P&L a/c for the years 2013-14, 2014-15& 2015-16.	
17	Enclosed self-attested copies of Work Orders	
18	Enclosed self-attested copies of Completion Certificate for the respective Work Orders.	
19	Acceptance of all Terms & Conditions of the Trust	

Signature :
Name :
Designation :
Date :

To be Uploaded Online

CHENNAI PORT TRUST
TENDERER'S PARTICULARS
ANNEXURE - E

1. Organization		
Name of the Organization		
Address		
City		
Country		
Phone		
Fax		
Web Address		
Location & Address of Corporate Head Office		
2. Contact Details		
Person Name		
Designation		
Address		
Phone		
Fax		
E-Mail		
3. Legal status of the applicant (attach copies of original document defining the legal status)		
a) A proprietary firm		
b) A firm in partnership		
c) A limited company or Corporation/ Joint venture/Consortia		
d) Others		
5.Year of establishment and number of year in business		
6.Enclosures (All enclosures duly notarized) **(a) Certificate of registration and Ownership** **(b) Latest IT return filed** **(c) Permanent Account Number** **(d) Sales Tax Registration Certificate.** **(e) Service Tax Registration Certificate.** **(f) PF registration Certificate.**	**(Enclosed / Not Enclosed)** **(Enclosed / Not Enclosed)** **(Enclosed / Not Enclosed)** **(Enclosed / Not Enclosed)** **(Enclosed / Not Enclosed)** **(Enclosed / Not Enclosed)**	
12. Any other details considered relevant but not included in the above		

Signature of Authorized Signatory:

Date & Seal:
Place:

To be Uploaded Online

CHENNAI PORT TRUST

ANNEXURE- F

ELIGIBILITY INFORMATION

1. **SIMILAR EXPERIENCE**:

Name of the Work	Work Order No.	Work Order Value	Completion Date	Completion Certificate no.

(**Fill up the above table & Enclose legible copies of the supporting documents along with form-III of each work / project)**

2. **FINANCIAL CAPABILITY: (Average Annual Turn Over)**

Financial Year:	Financial Year:	Financial Year:	Average:
`	`	`	`

(Fill up the above table and Enclose copy of profit/loss statement Certified by any Chartered Accountant.)

3. **OTHER ELIGIBILITY REQUIREMENTS, IF ANY**

We hereby confirm that copies of supporting documents for above are attached to this sheet for reference.

(Total nos. of pages including this sheet - _____). Originals shall be presented for verification, if required by Chennai Port Trust.

SIGNATURE OF THE TENDERER

To be Uploaded Online

CHENNAI PORT TRUST

ANNEXURE- G

INTEGRITY PACT

BETWEEN

Chennai Port Trust, Chennai hereinafter referred to as "The Principal".

AND

…… hereinafter referred to as "The Tenderer / Contractor".

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for …… The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with the Tenderer/s and Contractor/s.

In order to achieve these goals, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

(a) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

(i) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

(ii) The Principal will, during the tender process treat all Tenderers/Contractors with equity and reason. The Principal will in particular, before and during the tender process, provide to all Tenderers/Contractor the same information and will not provide to any Tenderer/Contractor confidential /additional information through which the Tenderer/Contractor could obtain an advantage in relation to the tender process or the contract execution.

(iii) The Principal will exclude from the process all known prejudiced persons.

b) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC /PC Act, or if there be a substantive suspicion in this regard, the Principal will inform its Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Tenderer /Contractor

(a) The Tenderer / Contractor commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

(i) The Tenderer / Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

(ii) The Tenderer /Contractor will not enter with other Tenderers into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

(iii) The Tenderer/Contractor will not commit any offence under the IPC/PC Act; further the Tenderer/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(iv) The Tenderer / Contractor of foreign origin shall disclose the name and address of the Agents / representatives in India, if any. Similarly, the Tenderer/Contractor of Indian Nationality shall furnish the name and address of the foreign principals, if any.

(v) The Tenderer/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(b) The Tenderer /Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3-Disqualification from tender process and exclusion from future contracts

If the Tenderer /Contractor, before award of contract has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Tenderer/Contractor into question, the Principal is entitled to disqualify the Tenderer/Contractor from the tender process or to terminate the contract, if already signed, for such reason.

(a) If the Tenderer/Contractor has committed a transgression through a violation of Section 2 such as put his reliability or credibility into question, the Principal is entitled also to exclude the Tenderer/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Tenderer and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

(b) The Tenderer/Contractor accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

(c) If the Tenderer/Contractor can prove that he has restored /recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

(d) A transgression is considered to have occurred if in light of available evidence, no reasonable doubt is possible.

Section 4 – Compensation for Damages

(a) If the Principal has disqualified the Tenderer/Contractor from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Tenderer/Contractor liquidated damages equivalent to 3% of the value of the offer or the amount equivalent to Earnest Money Deposit / Bid Security, whichever is higher.

(b) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Performance Bank Guarantee, whichever is higher.

(c) The Tenderer/Contractor agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Tenderer / Contractor can prove and establish that the exclusion of the Tenderer /Contractor from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Tenderer /Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 – Previous Transgression

(a) The Tenderer/Contractor declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

(b) If the Tenderer/Contractor makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 – Equal treatment of all Tenderers/Contractors/Sub-Contractors

(a) The Tenderer / Contractor undertake to demand from all sub-contractors a commitment in conformity with this Integrity Pact, and to submit it the Principal before contract signing.

(b) The Principal will enter into agreements with identical conditions as this one with all Tenderers, Contractors and Sub-Contractors.

(c) The Principal will disqualify from the tender process all Tenderers/contractors who do not sign this pact or violate its provisions.

Section 7 – Criminal charges against violating Tenderers/Contractors/Sub-Contractors

If the Principal obtains knowledge of conduct of a Tenderer, Contractor or Sub-Contractor or of an employee or a representative or an associate of a Tenderer, Contractor or Sub-Contractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer.

Section 8 – Independent External Monitor / Monitors

(a) The Principal appoints competent and credible Independent External Monitor for this pact. **The two IEMs are: Shri**. S. Manoharan, IAS (Retd.), New No.4, Old No.14, Thirmurugan Street, Kalashetra Colony, Besant Nagar. Chennai 600090. and Shri. P. Tamilvanan, No.714, Poosaripalayam, Coimbatore 641003. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(b) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently.

(c) The Tenderer/Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-Contractors. The Monitor is under

contractual obligation to treat the information and documents of the Tenderer/Contractor/Sub-Contractor with confidentiality.

(d) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor, the option to participate in such meetings.

(e) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(f) The Monitor will submit a written report to the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

(g) Monitor shall be entitled for sitting fee of Rs.3000/- (Rupees Three Thousand only). The said fee will be borne by the Principal.

(h) If the Monitor has reported to the Principal substantiated suspicion of an offence under the IPC/PC Act and the Principal has not, within reasonable time, taken visible action to proceed against such offence or reported to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

(i) The word "Monitor" would include both singular and plural.

Section 9 – Pact Duration

(a) This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Tenderer 6 months after the contract has been awarded.

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

Section 10 – Other Provisions

(a) This agreement is subject to Indian Law. Place of performance and jurisdiction is Chennai.

(b) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(c) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members,

(d) Should one or several provision of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

For & on behalf of the Principal

(Office Seal)

For & on behalf of the Tenderer/Contractor

(Office Seal)

Place:

Date:

WITNESS 1: ----------
(Name and Address) ----------

WITNESS 2: ----------
(Name and Address) ----------

Note:

For any queries/clarifications please contact:

1. **Shri G.Vimalanandan, Sr.Dy.Director (EDP) , Telephone No. 25312510.**
   e-mail diredp@chennaiport.gov.in
2. **Shri S.K. Prakash, Dy. Director(EDP), Telephone No. 25312716.**

For site visit you are requested to contact the above Officer, with a formal written request through e-mail with a minimum period of 2 days in advance. The cost of visiting the site, if any, shall be borne by the Tenderer. Any of its personnel and agents shall be granted permission by the Port for the purpose of such visit on the condition that the Tenderer, their personnel and agents shall release and indemnify the Port, its Trustees, its employees, officers and agents from and against all liability in respect thereof. The Tenderer shall be responsible for personal injury, loss, damage to property and any other loss, damage, costs and expenses incurred during the visit. Vehicles having valid Harbour Entry Permit will be allowed to enter into the Trust premises.

Sr.Dy.Director (EDP)