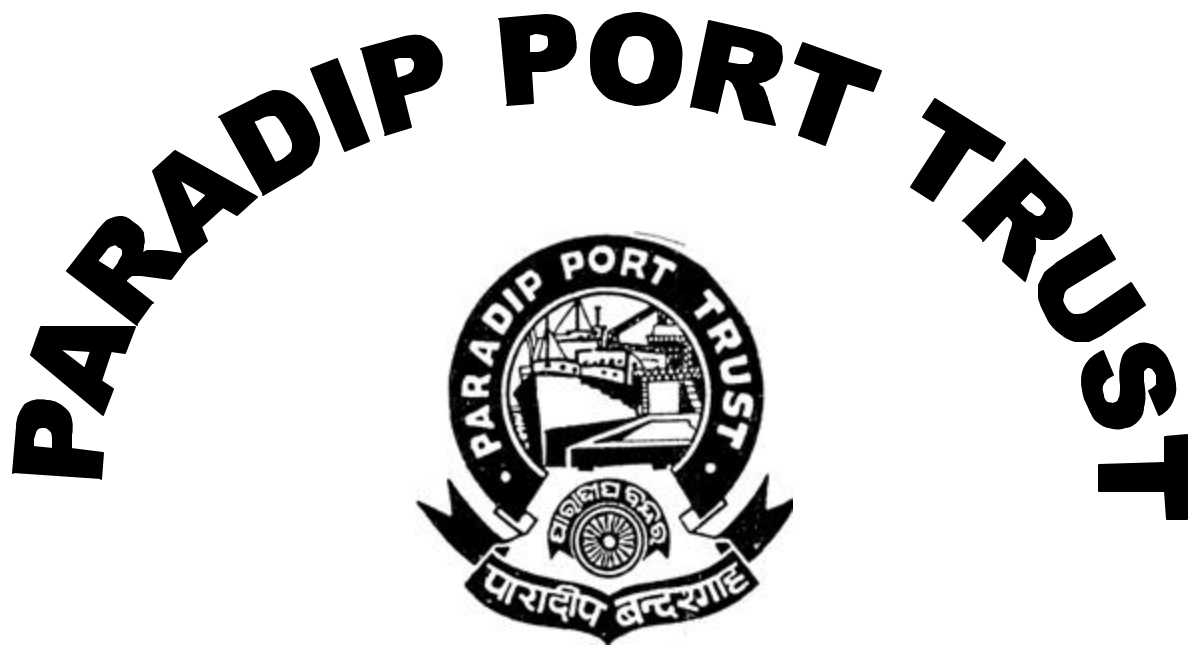




**MARINE DEPARTMENT
(ISPS Cell)**

**TENDER DOCUMENT FOR
SUPPLY, INSTALLATION & OPERATION OF
SMART CARDS ALONG WITH FINGER PRINT
BASED BIOMETRIC SYSTEM**

PARADIP PORT TRUST
MARINE DEPARTMENT
(ISPS CELL)

.....

No.:MD/SPG/I/118/2008(AB)/

Dated, the 08th June 2009

TENDER CALL NOTICE

Tenders are invited in two bid system from reputed IT firms for the tender **"supply, installation & operation of smart cards along with finger print based biometric system"** for a period of 03 (three) years and extendable for another 02 (two) years.

Tender papers for the above work will be available from the office of the Deputy Conservator & PFSO, Paradip Port Trust, Paradip-754 142 from 10.06.2009 till 16.07.2009 on payment of Rs.5,000/- (Rupees Five Thousand only) in shape of Demand Draft payable at Paradip drawn on any Nationalized Bank in favour of the Financial Advisor & Chief Accounts Officer, Paradip Port Trust.

The Tender is also available in PPT website www.paradipport.gov.in and Tender Portal www.tenders.gov.in

Deputy Conservator & PFSO
Paradip Port Trust

Copy to:

1. Public Relations Officer, Paradip Port Trust for information and to publish in Port Gazette as well as in following newspapers:
 - (a) One English Daily with all India coverage
 - (b) One Oriya Daily having good coverage
2. The Dy. Director, EDP Cell, PPT (With Floppy & Checklist) for putting in PPTs Website and Govt. Tender Portal

PARADIP PORT TRUST
MARINE DEPARTMENT
(ISPS CELL)

.....

No.:MD/SPG/I/118/2008(AB)/

Dated the -----

To

M/s. _____

Sub : Notice inviting tender for "supply, installation & operation of smart cards along with finger print based biometric system "

Dear Sir,

Enclosed, please find herewith the tender documents for the tender "supply, installation & operation of smart cards along with finger print based biometric system " in which you will find it suitable to submit the offer as per the instruction of the tender documents.

SCOPE OF WORK

The work mainly consists of

- (a) Installation of Biometric readers*
- (b) To modify the existing infrastructure / building at locations.*
- (c) Issue contact less smart cards*
- (d) Man, operate and maintain the above equipments*

PRE-QUALIFICATION CRITERIA

The firm must fulfill the following criteria to pre-qualify for the tender, for which proofs are to be enclosed.

- 1.** *Registered as IT firm in existence for minimum of 5 years as on 31st March 2009 (A copy of Registration Certificate to be submitted).*
- 2.** *The firm should be a reputed original equipment manufacturer (OEM) or authorized service provider of reputed manufacturing firm. (In case of authorized service provider annexure-I to be filled up).*
- 3.** *Average Annual turnover of the firm for last three years must be at least Rs.60.00 Lakhs (Audited Report to be submitted for last three years i.e. for FY 2005-06, 2006-07 & 2007-08).*
- 4.** *The firm should have at least 20 employees on their pay roll for at least last two years. Out of which:*

- i. Should have at least one Qualified Computer or Software Engineer as regular employee of the firm with qualification not less than B.Tech. / MCA from a recognized University.
5. Should have carried out one similar work i.e. "Supply, installation & operation of smart cards along with finger print based biometric system" in the past five years of a minimum value of Rs 15,00,000/- only. (Copies of Work Order and Work Done Certificates to be submitted).
6. The firm must be an ISO 9001:2000 Certified Firm (Proof to be attached).

Note: Collaboration with any other firm to achieve above criteria shall not be allowed.

SUBMISSION OF TENDER

1. The last date for submission of tender is 1530 hrs of 17.07.2009. The tenders are to be sent in two sealed envelopes; (A) Pre-qualification Bid (Annexure-VII) & (B) Price Bid (Annexure-VIII), should be in separate envelope. The E.M.D. to be enclosed with the Pre-qualification Bid. "Pre-qualification Bid- supply, installation & operation of smart cards along with finger print based biometric system" AND "Price Bid- supply, installation & operation of smart cards along with finger print based biometric system" to be clearly written in bold letters on the respective envelopes. Both envelopes together are to be put in another envelope and "supply, installation & operation of smart cards along with finger print based biometric system" should be subscribed and the envelope should be sent to **The Deputy Conservator & PFSO, Paradip Port Trust, Orissa, Pin: 754142.**
2. The Pre-qualification Bids will be opened in the office of the undersigned on the same day at 1600 hours. Price Bids of pre-qualified firms will only be opened and the date to be intimated later. You may depute your representative to remain present during the opening of tenders.
3. The undersigned reserves the right to reject any or all the tenders without assigning any reason thereof.

Yours faithfully.

**Deputy Conservator & PFSO
Paradip Port Trust**

FORM OF TENDER.

To

*The Deputy Conservator & PFSO
Paradip Port Trust.*

- 1. Having examined the instructions to the tenders, general & special conditions of contract, specifications attached to the tender with Annexure and having satisfied ourselves of the conditions of Tender, we the undersigned offer to carry out the work in conformity with the condition of contract, specifications and rates attached hereto. We are aware of the jobs to be undertaken & give guarantee for satisfactory performance of the same.*
- 2. We shall undertake to commence the operations within sixty days from the date of receipt of the Work Order / Letter of Acceptance (LOA).*
- 3. We agree to abide by this tender for a period of 180 days from the date of opening.*
- 4. We have deposited/attached E.M.D of Rs.1.00 Lakh (Rupees One Lakh only) in shape of D.D in favour of FA&CAO, PPT. The receipt No. / DD No. _____ drawn in _____ Bank on date _____.*
- 5. We further agree that in the event of our withdrawing the tender before the final decision or in the event of our failing to carry out the work in time, the deposit of E.M.D indicated above shall stand forfeited to the Port Trust.*
- 6. We also agree to submit the required security deposit / Performance Guarantee for satisfactory performance of the work for a period of 05 (five) years from the date of commencement and also sign an agreement as per Annexure-XI within 30 days of receipt of Work Order / Letter of Acceptance.*
- 7. We understood that you are not bound to accept the lowest or any tender you may have received.*

Dated _____ **Day of** _____

In the capacity of sole proprietor duly authorized to sign the tender for and on behalf of

Witness :

Signature of the Firm :

Address :

**PARADIP PORT TRUST
MARINE DEPARTMENT
(ISPS CELL)**

...

DETAILED SPECIFICATION OF THE WORK

1. *Supply and installation of biometric readers with inbuilt contact less smart card reader for verification of identity and attendance as per specifications given in annexure - II.*
2. *Establishing a smart card personalization system including software, dye-sublimation printer, encoder, PC and other accessories needed to carry out the job.*
3. *Develop an user specific time and attendance software as per the specifications of PPT and implement the same. All application software would become the property of PPT.*
4. *Carry out civil and electrical work for installing the readers including boxes if needed.*
5. *Make power backup facility at every reader locations.*
6. *Make arrangement for adequate backup of readers, accessories and consumables for card personalization.*
7. *Supply and use consumable for MIS reporting.*
8. *Deploy qualified personal to manage the project for the entire contract period.*
9. *The firm should store all the information regarding issue of cards for the entire contract period and handover to PPT in soft copies at the end of the contract. The firm should also be able to provide information in the shortest possible time in case of any inquiry regarding the Identity cards.*
10. *The firm shall make modifications of Software as per the requirement of the Port from time to time.*
11. *The firm shall provide M.I.S. Reports / Data to PPT as and when required.*
12. *Supply 12 readers, out of which installation of readers will be carried out as specified below.*

A) *Reader installation at the following gates*

- | | | |
|------------------------------|---|--------|
| 1. Main gate of Admin. Block | - | 2 Nos. |
| 2. Gate No.1 | - | 1 No. |
| 3. Gate No.2 | - | 1 No. |

- | | | |
|--------------|---|--------|
| 4. Gate No.3 | - | 1 No. |
| 5. Gate No.4 | - | 2 Nos. |

B) *Three hand held portable readers with inbuilt battery backup as per the specifications in annexure II.*

C) *Keep the rest two readers for future requirement and backup.*

13. *Print, personalize and issue roughly 4000 cards at the beginning and about 50 cards per month along with holders and lanyards as per annexure III and IV.*

14. *Time limit for various Jobs.*

- *Time within which one card to be issued including photography and personalization – One day*
- *Time of attending a call of breakdown - 30 minutes*
- *Time within which a hardware problem to be rectified – 60 minutes.*
- *Operation duration – 24 hours a day
 And 7 days a week*
- *Zero down time is allowed for the system.*
- *No scope for any data loss.*
- *Time within which new card has to be registered in all readers 60 minutes.*

**PARADIP PORT TRUST
MARINE DEPARTMENT
(ISPS CELL)**

GENERAL INFORMATION:

Sealed tender in two cover system are invited by Paradip Port Trust (PPT) from experienced and reputed firms for 'Supply, installation & operation of smart cards along with finger print based bio metric system "

1. The tender documents can be obtained from the office of the Deputy Conservator & PFSO, Paradip Port Trust, Administrative Building, Paradip (Orissa), Pin -754142 from 10.06.2009 till 16.07.2009 during office hours on payment of Rs.5,000/- (Rupees Five Thousand only) by D/D drawn in favour of FA & CAO, PPT on any schedule bank payable at Paradip.
2. The Tender documents are available in our website www.paradipport.gov.in and in tender portal <http://tenders.gov.in>, which can be down loaded. The firms those who have not purchased the tender documents from the office of the Deputy Conservator & PFSO and submitting the down loaded documents will have to enclose a D/D drawn in favour of FA & CAO, PPT for an amount of Rs.5,000/- (Rupees Five Thousand only) issued by any nationalized bank payable at Paradip along with the Pre-qualification Bid. Bids will not be accepted without the above Demand Draft.
3. The tenderer shall keep their offer open for a period of six calendar months and shall have no right whatsoever to withdraw or modify the same in any way during this period. If they do so, the EMD paid by them shall be forfeited without any notice provided that if all the tenders are rejected, all tenderers will be informed accordingly and the E.M.D refunded.
4. The bidder should submit the earnest money deposit(EMD) for a value of Rs.1.00 Lakh (Rupees One Lakh only) in shape of Demand Draft drawn in favour of FA&CAO, Paradip Port Trust payable at any Nationalized Bank at Paradip .
5. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the firms who resort to canvassing will be liable for rejection.
6. The rates to be indicated in figures as well as in words and the amount in words will only be taken into account in case there will be any variation. The total amount of tender should also be written both in figures & words.
7. Telegraphic quotations will not be entertained.
8. The taxes as applicable will be deducted.
9. A certificate stating that he/they is/are not related to any officer of Paradip Port Trust or any officer of the rank of Under Secretary or above in the Ministry Of Shipping, Govt. Of India. The firm should also give a declaration along with their tender about the name of the relatives who are employed as non-gazetted officer in the Port Trust.

- 10.** *Tenders which do not fulfill all or any of the above conditions or are incomplete in any respect, are liable to be summarily rejected.*
- 11.** *Technical offer with counter condition shall be liable for rejection and disqualification.*
- 12.** *Subcontracting or subletting the work or part thereof is strictly prohibited.*
- 13.** *Residential accommodation to the successful firm may be provided on request at the prevailing rate, subject to availability.*
- 14.** *The earnest money deposited with the tender shall be refunded after finalization of tender on making an application to unsuccessful tenderers. No interest will be allowed in the E.M.D from the date of its receipt till it is refunded.*
- 15.** *In the case of successful tenderer the E.M.D will be refunded after submission of Security Deposit / Performance Guarantee and signing of Agreement.*

16. Security Deposit / Performance Guarantee & Penalties:

- a. *The Successful tenderer shall submit a Performance Guarantee / Security Deposit amounting Rs.5.00 Lakhs (Rupees Five Lakhs only) in the shape of Demand Draft favouring FA & CAO, PPT on any nationalized bank OR Bank Guarantee (as per annexure - VI) issued by a nationalized bank having their branches at Paradip / Cuttack / Bhubaneswar for equal amount to be valid for at least five years. The Bank guarantee to be countersigned by the Branch Manager of Paradip / Cuttack / Bhubaneswar branch as the case may be. In case the firm fails to provide service for five years, the Security Deposit / Performance Guarantee shall be liable to be forfeited.*
- b. *The firm shall stand guarantee for operation of card issue Office at Paradip during the entire year without fail.*
- c. *The firm shall keep adequate spares, machineries, equipments, consumables and manpower at Paradip to avoid any stoppage of the work. The firm shall also operate its own office at Paradip with a responsible representative, who shall report to the PFSO on day-to-day operational matter.*
- d. *In case of any delay or non-function of card issue office or breakdown of any equipments or closure of any reader at any location due to fault of the firm, a penalty @ Rs.10,000/- (Rupees Ten Thousand only) per hour per location or part thereof will be levied on the firm.*
- e. *In case of any deficiencies on the hardware or software of the system, non-availability of the operators, breakdown of any equipment for a period of more than 30 minutes, no fixed charges shall be payable to the firm for that entire day except when*
 - i. *Conditions prevailing in force majeure clause*

- ii. Deviation from specified duties and exposure to abnormal risk as per the instruction of the Dy. Conservator & PFSO
- iii. Any situation totally beyond the control of the firm
- iv. The card issue Office had to be closed due to strike, civil commotion, lockouts, fire, accidents, war, restraint imposed by Govt., Act of God, Act of Legislature or order from PPT
- v. In case of power failure due to fault of PPT.

- 17.** When a person(s) whose tender has been received intimate the Deputy Conservator & PFSO that he is not willing to abide by the terms of the tender after submission of the tender or goes behind clarification made before the Deputy Conservator & PFSO or the tender committee appointed to scrutinize the tenders in respect of terms of tender or withdraw the tender before receipt of final acceptance then the earnest money deposited shall be forfeited.
- 18.** PERIOD OF CONTRACT: Initially the period of contract shall be for a period of 03 (three) years from the date of actual commencement of the work. However, the same may be extended at same rates and Terms & Conditions for a period of another 02 years depending upon the performance of the firm and on the discretion of PPT.
- 19.** TERMS OF PAYMENT: Payments will be made on monthly basis within 1 month from the date of receipt of bills in triplicate. Monthly payments shall be made towards fixed charges and charges towards number & type of cards issued during the month.
- 20.** GUARANTEE: The works are required to be guaranteed against satisfactory performance for a period of 05 years (initially 03 years extendable for another 02 years on the discretion of PPT) from the date of commencement. Since this is a security oriented contract, the firm must maintain secrecy of all the information.
- 21.** TERMINATION OF CONTRACT: The contract can be terminated by giving three months notice by the Dy. Conservator & PFSO, PPT in following cases:
- a. In case of unsatisfactory performance.
 - b. In case of not maintaining proper secrecy of the access control system.
 - c. In case of disobedience or indiscipline by the staff of the firm.
 - d. In case of the firm is proved to be involved in some illegal activities.
 - e. In case of the firm not abiding by the Rules & Regulations of PPT and Local Laws.
- 22.** APPEAL: If the firm desires to appeal against the decision of the Deputy Conservator & PFSO against the rejection or any works as not being in accordance with the condition of the tender, they shall appeal to the Chairman, Paradip Port Trust within 10 days after the Deputy Conservator & PFSO's decision and if an appeal is so preferred, the decision of the Chairman, shall be binding and final.
- 23.** In case of any dispute arising out of the work order, the same shall be referred to court of law under the jurisdiction of Sub-Divisional Judicial Magistrate, Jagatsinghpur or to the Orissa High Court, Cuttack within 30 days of such dispute for adjudication of the issue.

**Deputy Conservator & PFSO
Paradip Port Trust.**

Annexure - I

Authorised service provider must get this format signed from their respective OEM. OEM is requested not to give the certificate to multiple vendors, this may attract disqualification. Just a generic authorization letter or certificate is not sufficient.

Project Name : *Tender for supply, installation & operation of smart cards along with finger print based biometric system .*

Client's Name : *Paradip Port Trust*

Tender Number : *.....*

This is to certify that M/s _____ is the only firm authorized to represent us in the above mentioned tender. We also authorize that the following details are true.

1. Type of Association with the company :

2. Years of Association :

3. Any previous projects done together :

4. Details of OEM(Original Equipment Manufacturer)

Company Address

Factory Address

Website

Contact details

READER SPECIFICATIONS

- *13.56 MHZ contact less Mifare smart card reader and fingerprint recognition, compatible with ISO 14443 type A .*
- *Shall store 1500 templates and 50000 log events.*
- *In case of 1:1 matching shall be able to cater to 10000 users.*
- *Verification time $\leq$ 1 second per employee.*
- *Built in RS. 232/ RS 485, Ethernet port 10/100, as well as USB port for data transfer.*
- *500 dpi optical sensor.*
- *The reader shall have LCD display.*
- *Audio visual indications for acceptance and rejection.*
- *All the above features must be inbuilt in the reader, no external accessories to be attached for the same.*
- *Working Mode : online/ stand alone.*
- *FRR $\leq$ 1%*
- *FAR $\leq$ 0.001%*
- *Temperature – 0°C – 50°C*
- *Operating Humidity 20% - 70%.*
- *Optical sensor must be 180 degree rotation compatible.*
- *Card reader must have inbuilt anti collision mechanism.*

SMART CARD

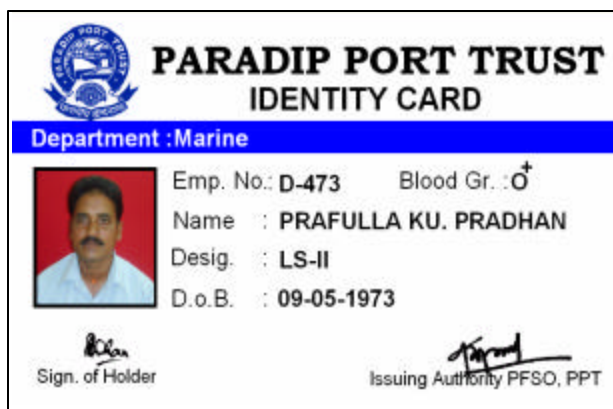
Capacity : 1 KB

Frequency : 13.56 MHZ

Mechanism : supports anti-collision mechanism .

Card size : 54 mm x 85.6 mm with 0.8mm thickness.

Sample of Photo- identity card / Port Entry Pass



CONDITIONS
1. This identity card is issued under provision of rule 81 (2) of the Paradip Port rules, 1966.
2. Identity card should be in the possession of the holder while on duty and should be produced on demand by the security staff or any authorized person/persons.
3. Identity card will be returned to the issuing authority on release / transfer / resignation / dismissal / suspension / discharge from service.
4. Loss of the identity card should immediately be reported to the issuing authority, Paradip Port Trust.
5. If found should be returned to issuing authority, PPT., Jagatsinghpur - 754142.

Lanyard and card holder

Lanyards

Type	:	Tubuler
Quality	:	Nylon
Colour	:	Dark Navy Blue
Length	:	Not less then 840 mm
Width	:	Not less then 10 mm
Printing	:	PPT in white colour ink.

Holder

Quality	:	PVC
Colour	:	Black
Orientation	:	Horizontal

Clip

Quality	:	Nylon Clip
---------	---	------------

SOFTWARE

- 1. Software should be tailor made software on time and attendance as well as access control.*
- 2. Should be menu driven and user friendly.*
- 3. Software shall be with oracle database.*
- 4. The software must be highly secure and shall have fool proof arrangements for setting up difference groups with difference privileges for using appropriate functionalities.*

PERFORMANCE GUARANTEE

FORMAT

[The Bank, as requested by the Successful Tenderer, shall fill in this form in accordance with the instructions indicated]

Date: [insert date (as day, month, and year) of Tender Submission] :

Tender No. and Title: [insert no. and title of Tendering process]:

Bank's Branch or Office: [insert complete name of Guarantor]:

Beneficiary: *Chairman, Paradip Port Trust*

PERFORMANCE GUARANTEE No.: *[INSERT performance Guarantee number]:*

We have been informed that [insert complete name of Contractor] (hereinafter called "the Contractor") has entered into Contract No. _____ dated _____ with you, for the work "supply, installation & operation of smart cards along with finger print based biometric system" (hereinafter called "The Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Contractor, we hereby irrevocably undertake to pay you any sum(s) not exceeding Rs. _____ (Rupees only) upon receipt by us of your first demand in writing declaring the Contractor to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the _____ day of [insert month] [insert year], and any demand for payment under it must be received by us at this office on or before that date.

[Signatures of authorized representatives of the bank and the Contractor]

PRE-QUALIFICATION BID

Sl. No	Pre-qualification Criteria	Compliance Information
01	Name of the Firm with Full Address	
02	If Tender Paper Down-loaded from the Website, details of Demand Draft for Rs.5000/- (Cost of the Tender Paper)	
03	Details of EMD of Rs.1.00 Lakh	
04	Registered as IT firm in existence for minimum of 5 years (Proof to be attached)	
05	Annual Turn-over for past three years (2005-06, 2006-07 & 2007-08) (Audited report to be enclosed)	YEAR 2005-6 2006-7 2007-8 TURNOVER
06	The firm should have 20 employees on their pay roll for at least last two years: (Copy of Provident Fund Deposit Certificate for all the employees to be submitted).	
07	Should have carried out one similar work i.e. "Supply, installation, testing and commissioning of Smart card and finger print based Access Control or Attendance system in the past five years of a minimum value of Rs 15,00,000/- only. (Copies of Work Order and Work Done Certificates to be submitted. In case of Private client TDS certificate must also be attached).	
08	The firm must be an ISO 9001:2000 Certified firm (Proof to be attached)	

Signature of Firm.

Annexure - VIII

PRICE (FINANCIAL) BID

Sl. No	Description of Work	Rate	Qty.	Amount
01	<i>Fixed monthly Charges towards</i> 1. Creating the complete infrastructure as per the scope of the contract. 2. Development of Time & Attendance software. 3. Operation & Maintenance of the entire system as per requirement		36 Months	
02	Rate for Initial supply of one biometric card after personalization including data collection, entry, printing and encoding.		4000 Cards Appx.	
03	Rate for additional supply of Biometric cards after personalization including data collection, entry, printing and encoding at later stage (in case of Loss, Damage, Promotion, Transfer, new Recruitment or new Port Users)		200 Cards Appx.	
Total: Rs._____ (in Words Rupees _____ _____ only)				
1. The above amount to include All the taxes, duties, transportation, cost of consumables, etc. without Service Tax. Service Taxes will be paid extra as per prevailing rates, if applicable. 2. The payment for serial number 02 & 03 will be made as per the actual card produced, supplied and encoded.				

Signature of the Firm with Seal

Annexure- IX

EXPERIENCE FOR BIOMETRIC READER BASED PROJECT

*Details related to **only one client** should be given (information of multiple clients is not required and will not be entertained). It is essential to submit copies of supporting documentary evidence of work order and satisfactory completion certificate issue by the client.*

1. *Clients name*
2. *Contract order no. :*
3. *Name of Contract:*
4. *Client's full address:*
5. *Contact person:*
6. *Clients office telephone no. :*
7. *Contact person's office telephone no. :*
8. *Order Value:*

Annexure- X**CHECK LIST (To be inside the pre qualification bid envelope)**

	ATTACHMENTS	Remarks
1	<i>Tender document filled up and signed on every page. ANNEXURE VIII should not be filled up, the blank copy should only be signed. The filled up price bid format should be in the price bid envelope.</i>	
2	<i>Company registration certificate.</i>	
3	<i>ISO certificate.</i>	
4	<i>Finance annexure: 2005-06.</i>	
5	<i>Finance annexure: 2006-07.</i>	
6	<i>Finance annexure: 2007-08.</i>	
7	<i>Work order for biometric project.</i>	
8	<i>Completion certificate for biometric project.</i>	
11	<i>A TDS certificate if above work is for private company.</i>	
12	<i>Service tax registration certificate.</i>	
13	<i>Permanent account number.</i>	
14	<i>Latest provident fund return showing number of employees.</i>	
15	<i>Certificate that no relative in PPT.</i>	
16	<i>One sample card.</i>	
17	<i>One sample holder.</i>	
18	<i>One sample lanyard -without printing.</i>	
19	<i>Technical details of proposed reader.</i>	

CHECK LIST (To be inside the pre qualification bid envelope)

1. Only annexure VIII to be put inside the envelope.

FORMAT OF AGREEMENT

AGREEMENT NO. _____ DC, PPT OF 2009-2010

FOR SUPPLY, INSTALLATION & OPERATION OF SMART CARDS ALONG WITH FINGER PRINT BASED BIOMETRIC SYSTEM

THIS AGREEMENT made this _____ day of _____ two thousand eight BETWEEN the Board of Trustees of the Port of Paradip, a body corporate under the Major Port Trusts Act, 1963 (hereinafter called '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 **Messers** _____ having their Office at _____ (hereinafter called the 'Contractor' which expression shall unless excluded by or repugnant to context, be deemed to include his heirs, executors, administrators, representatives and assignees, or successors in office of the other part.

WHEREAS the Board is desirous of executing the work comprising supply, installation & operation of smart cards along with finger print based biometric system for a period of three years extendable for another two years (hereinafter called the 'Contract'). WHEREAS the Contractor has offered to supply, install & operate smart cards along with finger print based biometric system, complete in all respect, such Finger Print Based Biometric System at different locations in accordance with the work order special conditions of contract and other terms and conditions mutually agreed upon between the parties and WHEREAS the Contractor has agreed to deposit as Security Deposit in shape of Bank Guarantee Rs.5.00 Lakhs (Rupees Five Lakhs only) for the due fulfillment of all the conditions of the contract.

WHEREAS the Contractor has agreed to guarantee the satisfactory performance of the work.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the general conditions of the contract, special conditions of contract and other terms and conditions mutually agreed upon hereinafter referred to.

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

- i) Tender Call Notice No.: _____
- ii) Technical Bid No.: _____
- iii) Price Offer _____
- iv) Letter of Intent No.: _____
- v) Work Order No.: _____
- vi) Bid Documents including:
 - a. Special Conditions of Contract
 - b. General Conditions of contract
 - c. Scope of work
 - d. Specifications

3. The Contractor hereby covenants with the Board to supply, install & operate smart cards along with finger print based biometric system in conformity, in all respect with the provision of Agreement at an estimated cost of Rs. _____ (Rupees _____ only) for 03 (three) years (hereinafter called the 'Contract Price') (The above amount to include All the taxes, duties, transportation, cost of consumables, etc. Payment will be on the basis of no. of passes actually issued)

4. The Board hereby covenants to pay the contractor in consideration of such supply, install & operate smart cards along with finger print based biometric system, the 'Contract Price' at the times and in the manner prescribed by the contract in Indian Rupees.

5. Any notice under this contract shall be in the form of letter, fax or email. Notices to either party shall be given at such address or addresses as such party shall specify from time to time by written notice to the other. In the absence of such notice to the contrary notice to the Board shall be properly addressed to :

The Deputy Conservator, Marine Department, Paradip Port Trust,
Paradip Port – 754 142, Orissa, India, Telefax: 91-6722-222025,
Email: deputyconservator_ppt@email.com

and notice to the Contractor shall be properly addressed to:

M/s. Formula One Solutions Pvt. Ltd., Plot No.357/3473 & 358/3474,
Jayadev Vihar, Bhubaneswar-751013

6. In the event of any dispute arising out of this contract, the same shall be referred to court of law under the jurisdiction of Sub-Divisional Magistrate, Jagatsinghpur or to the Orissa High Court, Cuttack within 30 days of such dispute for adjudication of the issue.

IN WITNESSETH THEREOF the Parties hereunto have set their hands and seals the day and year fixed first above written.

DEPUTY CONSERVATOR
FOR & ON BEHALF OF THE
BOARD OF TRUSTEES
OF PORT OF PARADIP

The common seal of the Board of Trustees
of the Port of Paradip was hereunto affixed
and Capt. G. P. Biswal, Deputy Conservator
thereof has hereunto set his hand in the
presence of

Signature and sealed by the Contractor

In the presence of WITNESSES:

1.

2.