



JAWAHARLAL NEHRU PORT AUTHORITY
(TRAFFIC Department – Contract and Co-Ordination Section)

[e-tendering](#)

TENDER DOCUMENT FOR

““PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA.”

Tender No. JNP/Traffic/DGM-C&C/SCANNER/2025/T-01.

TENDERS CAN BE DOWNLOADED ONLINE FROM 23.07.2025, 15:00 Hrs. COMPLETED TENDERS ARE TO BE SUBMITTED ONLINE ON OR BEFORE 15:00 HRS. OF 25.08.2025 AND TECHNICAL BIDS WILL BE OPENED AT 1530 HRS ON 25.08.2025.

Tender Document issued by:

**The Chief General Manager (Traffic.),
Jawaharlal Nehru Port Authority,
Sheva, Navi Mumbai - 400707**

“PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA.”

Dear Sir,

1. The Tenderer are strongly advised to read the whole document carefully and submit their tender/ bid strictly meeting with the requirements spelt out in the tender document.
2. The tenderer must submit independent documentary evidence to establish that "MINIMUM QUALIFYING CRITERIA" as spelt out in the tender notice and tender document is fully met with irrespective of the fact that you might have submitted similar evidence to JNP in respect of some other works.
3. If the submission is found deficient with reference to the requirements spelt out in the tender document, it may be rejected.

Thanking you,

Yours faithfully,

CHIEF GENERAL MANAGER (Traffic)

“PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA.”

DISCLAIMER

The information contained in this Tender document or Request for Qualification cum Proposals document (the "TENDER") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority (or "JNPA") or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this tender and such other terms and conditions subject to which such information is provided.

This tender is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this TENDER is to provide interested parties with information that may be useful to them in making their offers (Bids) pursuant to this TENDER. This TENDER includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project (or "JNPA"). Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This TENDER may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this TENDER. The assumptions, assessments, statements and information contained in the Bidding Documents, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this TENDER and obtain independent advice from appropriate sources.

Information provided in this TENDER to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this TENDER or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the TENDER and any assessment, assumption, statement or information contained therein or deemed to form part of this TENDER or arising in any way for participation in this Bid Stage.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this TENDER. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this TENDER. The issue of this TENDER does not imply that the Authority is bound to select a Bidder or to allot land to selected Bidder, as the case may be, in the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid.

"PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA."

All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

“PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA.”

NAME OF THE WORK: "PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA."

INDEX

SR. NO.	DESCRIPTION	PAGE NOS.
01	TENDER COVER	1
02	COVERING LETTER	2
03	DISCLAIMER	3-4
04	INDEX	5-6
05	BID NOTICE	7-8
06	NOTICE INVITING BID & MINIMUM QUALIFYING REQUIREMENTS	9-15
07	SECTION-1: IMPORTANT INSTRUCTIONS AND GUIDELINES TO TENDERERS FOR E-TENDRING	16-17
08	SECTION-2: INSTRUCTIONS TO TENDERERS	18-33
09	SECTION-3: CONDITIONS OF CONTRACT	34-51
10	SECTION-4: SAFETY GUIDELINES AND PROVISIONS WHILE WORKING IN JNPA.	52-55
11	SECTION-5: SCOPE OF WORK	56-64
12	SECTION: 6 - FORMS	65-107
13	SECTION: 7 – PRICE SCHEDULE	108
14	SECTION: 8 – PRICE SCHEDULE BREAK UP TO BE UPLOADED IN FINANCIAL BID DOCUMENT IN PDF FORMAT	109-110
15	IMPORTANT INSTRUCTIONS AND GUIDELINES TO TENDERERS FOR E-TENDRING	16-17
16	INSTRUCTIONS TO TENDERERS	18-33
17	PERFORMANCE GUARANTEE	30
18	PERIOD OF CONTRACT & CRITERIA FOR EVALUATION	31
19	SITE INFORMATION	32-33
20	CONDITIONS OF CONTRACT	34-51
21	SAFETY GUIDELINES AND PROVISIONS WHILE WORKING IN JNPA	52-55
22	SCOPE OF WORK	56-64
23	FORMS INDEX	65-66
24	FORM-I: LETTER OF APPLICATION	67-69
25	FORM-II: GENERAL INFORMATION	70-71
26	FORM-III: FINANCIAL DATA	72-73
27	FORM-IV: CURRENT COMMITMENTS	74
28	FORM-V: DETAILS OF WORKS COMPLETED IN PAST	75
29	FORM-VI: EXPERIENCE SIMILAR WORKS	76-77
30	FORM-VII: DETAILS KEY PERSONNEL	78
31	FORM-VIII: B.G. FOR PERFORMANCE GUARANTEE [AFTER AWARD]	79-81

"PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA."

32	FORM-IX: FORM OF CONTRACT AGREEMENT [AFTER AWARD]	82-83
33	FORM-X: FORM OF NON DISCLOSURE AGREEMENT	84-87
34	FORM- XI: PROFORMA OF INTEGRITY PACT	88-93
35	FORM-XII: B.G. FORMAT FOR EMD	94-95
36	FORM-XIII :FORM OF TENDER	96
37	FORM-XIV :FORM OF NEFT	97-98
38	FORM-XV :DECLARATION IN CASE OF MSME BIDDERS	99
39	FORM-XVI :FORMAT FOR POWER OF ATTORNEY	100
40	FORM-XVII: CVS OF KEY PERSONNEL	101
41	DUTIES OF THE EMPLOYER	102
42	FORM XVIII: SAFETY DECLARATION FORMAT	103
43	BID SECURITY DECLARATION FORMAT AND JNPA BANK DETAILS	104
44	ANNEXURE-I :CHECK LIST OF DOCUMENTS TO BE SUBMITTED ALONG WITH TENDER (AS APPLICABLE)	105
45	ANNEXURE-II: LIST OF DOCUMENTS TO BE SUBMITTED BEFORE COMMENCEMENT OF WORK (AS APPLICABLE)	106
46	ANNEXURE-III: LIST OF DOCUMENTS TO BE SUBMITTED FOR PAYMENT	107
47	PRICE SCHEDULE	108
48	PRICE BREAKUP	109-110
49	TECHNICAL INFORMATION OF MOBILE X-RAY CONTAINER SCANNER (MXCS)	111-112
50	JNPA PORT OFFICE AND MUMBAI OFFICE ADDRESS	113

“PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA.”

JAWAHARLAL NEHRU PORT AUTHORITY
(TRAFFIC DEPARTMENT)
CONTRACT & CO-ORDINATION
ONLY THROUGH E-Bidding Mode
<http://gem.gov.in>.

SUB: "PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA."

BID No.: JNP/Traffic/DGM-C&C/SCANNER/2025/T-01.

BID NOTICE

On line E-Tenders (in Two cover system) are invited by Jawaharlal Nehru Port Authority, Navi Mumbai from experienced reputed contractors fulfilling Minimum Qualifying Criteria as stipulated in this notice for the work of **"PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA."**

Detailed Notice Inviting Bid is available on JNPA website "www.jnport.gov.in or from "GeM portal website <http://gem.gov.in>. Bid Document having all details is available at the above referred JNPA website. Bids in any other manner will be rejected and no correspondence on such matter will be entertained. The intending Bidders after obtaining User ID and passwords are required to upload the scanned copies of required documents mentioned in the Bid document in order to receive the bidding document.

JNPA EMD: DD/BG in favor of 'Jawaharlal Nehru Port Authority, payable at Mumbai/Navi Mumbai for Earnest Money Deposit in the form of DD/BG for an amount of **Rs. 8,40,500/- (Rupees Eight lakhs Forty Thousand Five Hundred Only)** including GST@18%, from any nationalized bank having its branch in Mumbai or E-Payment are required to be paid well in advance in the office of Deputy General Manager (Traffic), JNPA before the stipulated time & date for opening of Technical Bids.

The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Firms registered with NSIC/MSE (Micro & Small enterprises only) will be considered for getting benefits of exemption from submission of EMD, subject to submission of valid NSIC /MSE registration certificate for subject Bid. In such case, the Bidder shall submit a copy of Registration certificate with NSIC/MSE for similar work category and upload a scanned copy in the GeM Portal. MSEs interested in availing such benefits must enclose with their offer the Udyam Registration Certificate with the Udyam Registration Number as proof of their being MSE registered on the Udyam Registration Portal. The certificate shall be of latest but before the deadline for the bid submission. However please note that being this a WORKS contract, no purchase preference to MSEs will be available in this tender.

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The proof of EMD/ Bid security declaration form shall be uploaded as a scanned copy of the instrument through **GeM portal** under the Bid Document – Technical Bid while submitting Bid electronically in the GeM portal. The original BG/DD towards EMD or valid copy of MSE/ NSIC registration certificate must reach **JAWAHARLAL NEHRU PORT AUTHORITY at** corresponding address before opening of Technical Bid as per the date and time given in this Bid. Mere uploading of EMD document in the portal and non-submission of the original EMD MSE/ NSIC registration certificate at the address given below, will lead to disqualification of the bid uploaded by the bidder.

The original EMD in (DD/NEFT/RTGS/BG or MSE/ NSIC registration certificate) should be sealed in an envelope and shall be submitted at the given address.

The Bid offer shall have to be submitted by the Bidder only through **GeM Portal** as explained in the Bid Document.

You are strongly advised to read the whole document carefully and submit your Bid/ bid strictly meeting with the requirements spelt out in the Bid document. Please note that you must submit independent documentary evidence to establish that "MINIMUM QUALIFYING REQUIREMENT" as spelt out in the Bid notice and Bid document is fully met with, irrespective of the fact that you might have submitted similar evidence to JNP in respect of some other works. If your submission is found deficient with reference to the requirements spelt out in the Bid document, it may be rejected. You must read clause "instruction to Bidder" and submit all relevant information required strictly. Avoid submission of irrelevant papers and vague information. All the required information shall be self-explainable.

Please read the Section-2 (Step by Step guidelines) to understand the process of E-Bidding which shall be strictly followed also note relevant clauses for opening of the technical bid and price bid respectively. If you are furnishing work experience certificate of works executed in private agencies to qualify for the work, you should submit TDS Certificate along with work order and completion certificate.

The Bid document (duly sealed and signed on all pages) along with the credentials in technical bid shall be submitted online on the date mentioned at NIT. Any indication of "quoted price" in the technical bid, shall lead to rejection of the bid outright. The quoted price and filled Bid form should be submitted only on line (in the price bid section) as per E-Bidding process. If your submission is found deficient with reference to the requirements spelt out in the Bid document, it may be rejected.

Chief General Manager.
Traffic

"PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA."

JAWAHARLAL NEHRU PORT AUTHORITY
(Traffic)

NOTICE INVITING BID

ONLY THROUGH E-Bidding Mode

SUB: "PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA."

Tender No. JNP/Traffic/DGM-C&C/SCANNER/2025/T-01.

Firms/Companies (hereinafter referred as Bidder/Party/ Parties) meeting the "Minimum Eligibility Criteria" as given below, can submit their proposals for the subject contract.

1. MINIMUM QUALIFYING REQUIREMENTS:

The tenderer must fulfill the following qualifying requirements to consider him technically qualified and eligible for opening its **Price-Bid** and for award of Work.

- 1.1.1 The average annual financial turnover of the tenderer during the last three years ending 31st March 2024 shall be at least **Rs. 106.83 Lakh without GST**. The tenderer shall furnish necessary details as per **Form-III** of the tender document. In support of this, the Tenderer should submit copies of audited P&L A/c statements and Balance sheets for last 03 Financial Years (FY 2021-22, FY 2022-23 and FY 2023-24), duly certified by the Chartered Accountant (C.A.) clearly indicating UDIN number. The tenderer shall submit copies of PAN, GST Registration number.
- 1.1.2 The Tenderer/bidder should have successfully completed the work of providing manpower (Technical and nontechnical) for carrying out operational activity of any equipment / container handling cranes / container scanners / Operation and maintenance of Cargo handling set up like pipelines, manifolds, tank farm operation/ Maintenance, erection, retrofitting of cargo handling cranes/ maintenance of electrical system during last 07 (seven) years ending on the last day of month previous to the one in which applications are invited shall be any of the following:
- a) Three completed works each costing not less than the amount equal to **Rs. 142.44 Lakh excluding GST** OR
 - b) Two completed works each costing not less than the amount equal to **Rs. 178.04 Lakh excluding GST** OR
 - c) One completed work costing not less than the amount equal to **Rs. 284.87 Lakh excluding GST**

The tenderer shall submit the documentary evidence to show that they have executed the above works successfully & satisfactorily. Copy of Work Order and its satisfactory completion certificate should be furnished.

"PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA."

In support of this, the tenderer shall submit the copy/copies of order/s in full along with relevant annexures/documents forming the part of the order or orders. In addition to this, the tenderer shall also enclose the copy/copies of the **satisfactory performance/completion certificates** to demonstrate completion of the corresponding order or orders under consideration.

If the bidder is furnishing work experience certificate of works executed in private sector to qualify for the work, he should submit copy of TDS Certificate along with work order and completion certificate.

The Employer/Board do not bind themselves to accept the lowest or any Bid and reserve the right to accept any Bid in part or to reject any Bid without assigning any reason there for.

- 1.1.3 The tenderer must have registered with the office of the Employee's Provident Fund Commissioner or Department for obtaining the EPF number of their firm. The tenderer shall submit copy of valid EPF Number issued by the Provident Fund Commissioner or Department.
- 1.1.4 The tenderer must have registered with GST Authority. The tenderer shall submit copy of valid GST Registration Certificates issued by the appropriate Government Authority or Department.
- 1.1.5 The tenderer shall submit copy of PAN.
- 1.1.6 The Bidder shall be registered with ESIC. Certificate to that effect shall be submitted.
- 1.1.7 Submission of duly signed Integrity Pact. Integrity Pact duly signed to be submitted.

The tenderer is required to submit documentary evidence in support of pre-qualifying criteria as a part of its techno-commercial bid. The firm, which meets the above criteria, shall only be considered for evaluation and the price bid of such party(s) shall only be opened for further evaluation.

1.1.8 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- i. Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements, and/or

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- ii. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, Litigation history, Termination of contract by any employer in previous 07 years /Blacklisting of bidder's firm in previous 07 years or financial failures.

All the documentary evidence submitted in respect of MQC shall be self attested by Authorised signatory.

Tenderer shall be note that SCANNED COPY OF ORIGINAL documents related to MQC shall be uploaded on the E-tender website without fail. Tenders will be scrutinized on the basis of uploaded documents only.

2. The tender shall remain valid for acceptance for a period of 120 days from the date of opening of the tender technical bids. The period of contract for this work shall be 02 years (Two years) from the date of commencement of work plus one year at the discretion of JNPA with same terms and conditions. Please note that the Bidder has to fulfill all the above mentioned criteria's. In absence of any of the above, the offer submitted by the Bidder will be rejected.

Detailed Notice Inviting Bid is available on JNPA website www.jnport.gov.in from "E-Bidding link" or log on to <http://gem.gov.in> Bid Document having all details is available at the above referred JNPA website. Bids in any other manner will be rejected and no Correspondence on such matter will be entertained. The intending Bidders after obtaining User ID and passwords are required to upload the scanned copies of required documents mentioned in the Bid document in order to receive the bidding document.

At any time prior to the last date for submission of Bids, the employer may for any reason whatsoever, change or modify the Bid documents by amendments. The amendments so carried out will be forwarded to all the prospective Bidders who have purchased the Bid documents online. The amendment also shall be published on JNPA website. The Bidders who download the Bid document, it will be Bidder's responsibility to incorporate the amendments. The amendment so carried out will form part of the Bid and shall be binding upon the Bidders. The Employer may at their discretion extend the last date for submission of the Bids to enable the Bidders reasonable time to submit their Bid after taking into consideration such amendments.

3. Administrative Charges: As per the GeM Terms and Conditions and their Revenue Policy all the vendors are expected to pay the transaction fees that will be applicable for the transaction as per the slab defined in their revenue policy. Only after making the transaction fee payment, system will allow the vendors to open the contract and proceed further.;
4. The successful tenderer shall pay the administrative charges/Fees to the Gem portal as demanded by it so as to generate Purchase/Work order on GeM portal. The tenderer, whose amount of EMD is not received till the time scheduled for opening of tenders, may not be considered for evaluation.

"PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA."

Tender document fee is exempted for NSIC registered Micro & Small Enterprises (MSEs) working in similar field/service subject to uploading copy of valid Registration certificate/Udyam registration certificate.

The MSEs are required to submit the declaration in the enclosed format **(FORM XV) of the tender document.**

5. EARNEST MONEY DEPOSIT:

Demand Draft drawn in favour of 'Jawaharlal Nehru Port Authority, payable at Mumbai/Navi Mumbai or BG for an equivalent amount, towards Earnest Money Deposit (EMD) of **Rs. 8,40,500/- (Rupees Eight lakhs Forty Thousand Five Hundred Only)** inclusive of GST@18% as given in tender NIT is required to be forwarded to the office of Chief General Manager (Traffic), Jawaharlal Nehru Port Authority (JNPA), Administration Building, Sheva, Navi Mumbai-400707 (Tel: 022-27244182) well in advance so to reach the destination preferably before the stipulated time & date for opening of Technical Bids. The tenders, whose amount of EMD is not received before the official closing hours of the Administration building, JNPA i.e. 1700 hrs on the same day, the offer submitted by the bidder will not be considered for evaluation and rejected.

In case of online transfer of EMD amount, the details of JNPA Bank account detailed below:

Name of the Bank: State Bank of India
Name of the Branch : Port Users Building (PUB) Branch, Sheva, Navi Mumbai 400707
SB Account No: 10072950169
IFSC Code: SBIN0007491
MICR Code: 400 00 2122
Beneficiary's Name: Jawaharlal Nehru Port Authority

MSEs (pertaining to providing the similar service) are exempted from submitting EMD, however, are required to submit relevant documentary evidence to substantiate that they are MSE for the services sought by JNPA in the said tender, failing which, the bids will not be considered for opening.

The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Firms registered with NSIC/MSE (Micro & Small enterprises only) will be considered for getting benefits of exemption from submission of EMD, subject to submission of valid NSIC /MSE registration certificate for subject Bid. In such case, the Bidder shall submit a copy of Registration certificate with NSIC/MSE for similar work category and upload a scanned copy in the GeM Portal. MSEs interested in availing such benefits must enclose with their offer the Udyam Registration Certificate with the Udyam Registration Number as proof of their being MSE registered on the Udyam Registration Portal. The certificate shall be of latest but before the deadline for the bid

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submission. However please note that being this a WORKS contract, no purchase preference to MSEs will be available in this tender.

In the event of tenderer withdrawing his tender before the expiry of tender validity as stipulated in NIT the tender, their EMD shall be forfeited.

The Earnest Money Deposit of unsuccessful Tenderers shall be returned on award of Contract to the successful Tenderer or after expiry of validity of offer whichever is earlier. No interest shall be payable on the amount of E.M.D in any case. The Earnest Money Deposit of the successful Tenderer shall be refunded only on receipt of Performance Guarantee as stipulated in the tender.

JNPA reserves the right to forfeit the Earnest Money Deposit in respect of successful Tenderer, if he fails to furnish the necessary Bank Guarantee towards performance within 21 days and enter into a Contract Agreement within 30 days from the date of receipt of **Letter of Acceptance (LOA)**.

EMDs shall be refunded through RTGS/ NEFT for which tenderers shall submit the National Electronic Fund Transfer (NEFT) Mandate Form (**Form XIV**) duly certified by their Bank along with the offer. EMD submitted in the form of Bank Guarantee shall be released/returned back.

The firms are required to submit the declaration in the enclosed format (**FORM XV**) and to **submit Registration Certificate** issued by DIC / KVIC / KVIB / Coir Board / NSIC / Directorate of Handicrafts and Handlooms, or any other body specified by MSE for authentication such as Udyog Aadhaar Memorandum / Acknowledgment.

6. All bidders are advised to take note that the original financial instruments towards cost of Tender document and valid MSE-NSIC registration certificate of appropriate category of works along with original Power of Attorney and Integrity pact must reach Jawaharlal Nehru Port Authority on corresponding address before opening of Technical Bids as per the date and time given in this tender. The integrity pact available in the tender document is an integral part of this tender document and all bidders have to execute the same and upload online and submit the original with bid submission. In case a bidder does not execute the integrity pact, his bid will be liable for rejection.
7. You are strongly advised to read the entire document carefully and submit your tender/ bid strictly meeting with the requirements spelt out in the tender document. Please note that you must submit independent documentary evidence to establish that "MINIMUM QUALIFYING REQUIREMENT" as spelt out in the tender notice and tender document is fully met with, irrespective of the fact that you might have submitted similar evidence to JNP in respect of some other works. If your submission is found deficient with reference to the requirements spelt out in the tender document, it may be rejected. You must read clause "instruction to tenderer" and submit all relevant information required strictly. Avoid submission of irrelevant papers and vague information. All the required information shall be self-explainable.
8. At any time prior to the last date for submission of tenders, the employer may for any reason whatsoever, change or modify the tender documents by amendments. The amendments so

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carried out will be published on JNPA website only. All the probable tenderers including those who have downloaded the tender document and submitted prebid queries will be responsible to check the website for Prebid replies and take into account the amendments/Clarifications displayed on the website if any while submitting bid. The amendment so carried out will form part of the tender and shall be binding upon the Tenderers. The Employer may at their discretion extend the last date for submission of the tenders to enable the Tenderers reasonable time to submit their tender after taking into consideration such amendments.

9. Schedule of tender process on working days of JNPA is as under :-

1.	Tender activity	Start date & time	Closing date & time
2.	E- Tender for downloading (Requisition of bid documents)	23.07.2025	25.08.2025
3.	Last date of receipt of Pre bid queries	05.08.2025	15:00 hrs.
4.	On-line Submission of Tender – (Technical Bid & Price Bid)	25.08.2025 Up to 15:00 hrs.	
5.	Opening of Technical Bid Online	25.08.2025 at 15:30 hrs.	
6.	Opening of Price Bid	Will be communicated to technically qualified bidders by E-mail at later stage.	
7.	Period of Contract	24 Calendar months (i.e. 2 years). (Extendable for additional one year)	
8.	Tender Document Fees	GeM Administrative charges	
9.	Earnest Money Deposit (EMD)	<u>Rs. 8,40,500/- (Rupees Eight lakhs Forty Thousand Five Hundred Only)</u> including GST@18% in the form of Demand Draft/Bank Guarantee from any scheduled bank/nationalized bank in favour of “Jawaharlal Nehru Port Authority” payable at Mumbai and shall reach to the office of Dy. General Manager (Traffic), Administration building, Sheva, Navi Mumbai on or before the stipulated time & date for opening of technical bids.	
10.	Validity of Tender.	120 Days from the date fixed for opening the tender.	

“PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA.”

Number of Offers

An Applicant is eligible to submit only one Application for the providing subject Bid. An Applicant applying individually shall not be entitled to submit another application either individually.

10. For detailed e-tendering process please refer clause "Instruction to tenderer and online bid submission" of the tender document. Please read the Section-1, (Step by Step guidelines) to understand the process of e-tendering which shall be strictly followed also note relevant clauses for opening of the technical bid and price bid respectively. If you are furnishing work experience certificate of works executed in private agencies to qualify for the work, you should submit TDS Certificate along with work order and completion certificate.
11. The tender document (duly sealed and signed on all pages) along with the credentials in technical bid (Bid No.1) should be submitted online on or before the date mentioned at NIT. The filled BOQ and tender form should not be submitted along in technical bid neither the quoted price be indicated in technical bid in any form. Any indication of "quoted price" in the technical bid, shall lead to rejection of the bid outright. The quoted price and filled tender form should be submitted only on line (in the price bid section) as per e-tendering process. If your submission is found deficient with reference to the requirements spelt out in the tender document, it may be rejected.

Note: -

- i. Bid documents are to be downloaded from JNP's web site/GeM portal by the Bidder. The Bidder is responsible to download Addendums / Amendments / Errata / Replies to the queries of the Bidder etc., if any, issued by the employer, from the web site before submission of the Bid. Any shortfall in submissions of the said Addendums / Amendments / Errata / Replies to the queries of the Bidder etc. along with the downloaded documents while submitting the Bid will not be considered. Incomplete Bid documents observed in technical bid (Envelope No. 1) shall be rejected outright.
- ii. The Bidder should go through the Bid document, Bid procedure and refer the procedure stipulated for bidding.
- iii. The Bid shall be submitted online strictly in accordance with the Instructions to Bidders, terms and conditions given in the Bid document.
- iv. EMD is exempted for NSIC registered Micro & Small Enterprises (MSEs) subject to uploading copy of Registration certificate issued by NSIC / Udyam Certificate from relevant Authorities.
- d) The MSEs are required to submit the declaration in the enclosed format of the Bid schedule J.
- e) The tenderer should furnish the information as per Form-V (Details of work completed in past) & Form-VI (Experience in similar works) of the tender document.

CHIEF GENERAL MANAGER
Traffic Department
JNPA.

"PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA."

SECTION NO: 1

IMPORTANT INSTRUCTIONS AND GUIDELINES TO TENDERERS FOR E-TENDRING

Tenders will be accepted only Through E-Tendering Mode.

Instructions for Tenderer :-

- 1) JNPA invites Tenders through online/e-tendering on **Gem portal** only.
- 2) If transactions of EMD/ GeM Administrative charges are not cleared, then such tender will not be considered for further evaluations, tenderer has to ensure the same.
- 3) JNPA will not entertain and will not accept any reasons for non-submission of tender due to Net Connection Failure/Current Connection Failure and any other issues while filling the tender online. Tenderer shall initiate action in well advance to avoid problems they may face due to failure of Net Connectivity, Power, Bank processes to obtain DD/EMD etc. and entire submission process shall be at their own risk. JNPA will not take any liabilities and claims for failure of Network and problem arise during submission of the tender forms online.
- 4) JNPA E-TENDER Website are: <http://gem.gov.in> and click on “E-TENDERING” LINK for accessing the site.
- 5) Tender Document having all details is available at the URL of the e-Tender Portal <http://gem.gov.in> . The interested tenderers are needed to register in the above website in order to obtain USER ID & Password first
- 6) The tender documents are required to be submitted only through e-mode offered in the website <http://gem.gov.in>. Tenders in any other manner will be rejected and no correspondence on such matter will be entertained. The intending bidders after obtaining User ID and passwords are required to upload the scanned copies of particulars items mentioned in the "Check List" of the tender document in order to receive the bidding document.
- 7) Then tenderers will get the tender forms like Technical Bid Forms, Price Bid Forms etc. electronically through online JNPA E-tendering Website to their ID.
- 8) Tenderer's will receive or get the Tender Forms only after requesting the tender online through their ID and same above payments details should be submitted online on e- portal.
- 9) Employer may verify the original documents as submitted in the e-tendering process.

Contact Person	<u>JNPA:</u> Shri. S. K. Kulkarni, Deputy General Manager (Traffic), Email id: skkulkarni@jnport.gov.in , cell no. 09833624394
	Email id: rdras@jnport.gov.in Cell no. 09833069563 Email id: abhaykhare@jnport.gov.in Cell no. 09833404481
Name of the Web site:	http://gem.gov.in

NOTE:

“PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA.”

- 1) All documents uploaded as per “TENDER SUBMISSION” above all technical documents, should be scanned documents, in PDF/GIF/BMP/JPG etc non editable formats only. The files submitted in editable format shall not be considered for evaluation. No post tendering requests shall be entertained in this regard.
-

Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the GEM Portal. The instructions given below are meant to assist the bidders in registering on the GEM Portal, prepare their bids in accordance with the requirements and submitting their bids online on the GEM Portal.

More information useful for submitting online bids on the GEM Portal may be obtained at: <http://gem.gov.in> .

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the GEM Public Procurement Portal (URL: <http://gem.gov.in>) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 2) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the GEM Portal.

“PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA.”

SECTION: 2
INSTRUCTIONS TO TENDERERS

- 2.1 E Tenders in '**Two cover System**' are invited on behalf of JAWAHARLAL NEHRU PORT AUTHORITY (JNPA) from reputed and experienced Contractors for the work of "PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA." by the CHIEF GENERAL MANAGER (Traffic), JAWAHARLAL NEHRU PORT AUTHORITY (JNPA), Admn. Building, Sheva, Taluka-Uran, Dist: Raigad, Navi Mumbai-400 707. The JNPA Township is situated at a distance of about 18 Km from Panvel on Uran - Panvel Road (NH-4B) and 20 Km from Nerul on Vashi - Uran road.
- 2.2 Tenderers are requested to kindly send their representative to inspect the site and discuss works involved to execute the subject work and accordingly submit the offer.
- 2.3 For further information, if any, tenderers may contact the Dy. General Manager (Traffic), Administration Building, Jawaharlal Nehru Port Authority, Sheva, Navi Mumbai - 400 707.
Telephones : (022) 2724 4182/4183/4273/4198,
E-mail : skkulkarni@jnport.gov.in, rdrao@jnport.gov.in, abhaykhare@jnport.gov.in

2.4 ISSUE OF TENDER DOCUMENTS:

- 2.4.1 The Tender Document will be electronically issued at the URL of the e-Tender Portal <http://gem.gov.in> per schedule stipulated in 'Notice Inviting Tenders'.
- 2.4.2 Tender document is not transferable. The cost of document is not refundable under any circumstances.
- 2.4.3 Issue of tender document will not automatically mean that tenderers are considered qualified for award of works.
- 2.4.4 Tender Documents will be issued to the tenderer only in electronic mode as per procedure stipulated in the tender.
- 2.4.5 JNPA does not bind itself to accept the lowest tender.

2.5 COST OF TENDERING :

- 2.5.1 The tenderer shall bear all costs associated with the preparation and submission of his tender of visiting the site and the Employer (JNPA) will in no case be responsible or liable for these costs, regardless of outcome of the Tendering process.
- 2.5.2 The Tenderer shall bear all costs, collecting the information and for preparing and submitting the tender. Tenderer shall bear all costs for preparation and submission of his tender. Employer will not be responsible for or pay for any expenses or losses, which might be incurred or suffered by any tenderer in connection with submission of tender. A prospective tenderer requiring any clarifications on the Tender documents may request online on abhaykhare@jnport.gov.in Cell No.: 09833404481 and for e-Tendering Systems Queries Free GEM Portal Helpdesk No.: helpdesk-gem@govdot.in
Toll Free Numbers (Inbound): Call
1800-419-3436 / 1800-102-3436

"PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA."

(9:00 am - 10:00 pm Mon to Sat)

HelpDesk Outbound No's : 07556681401, 07556685120, 01169095625 .

- 2.5.3 Tenderer shall bear all costs for preparation and submission of his tender. Employer will not be responsible for or pay for any expenses or losses, which might be incurred or suffered by any tenderer in connection with submission of tender.

2.6 PRE - BID QUERIES AND CLARIFICATION. :

A prospective tenderer requiring any clarifications on the Tender documents, may request in writing to The Deputy General Manager (Traffic), Jawaharlal Nehru Port Authority, Administration Building, Sheva, Navi Mumbai-400707 on or before the date of receipt of prebid queries as mentioned at NIT. The response/clarifications (without identifying the source of Enquiry) will be posted at JNPA E-tendering website. These shall form part of Tender documents. Queries may be mailed to abhaykhare@jnport.gov.in, rdras@jnport.gov.in and skkulkarni@jnport.gov.in

2.7 SITE VISIT :

- 2.7.1 The tenderer is advised to acquaint himself with the job involved at the site, examine soil conditions, hydrological conditions, climatic conditions, availability of labour, quarry materials, equipments means of transport, communication facilities, entry restrictions to the Port being a customs bound area, laws and bylaws of Government of Maharashtra and Government of India and any other statutory bodies and collect all information that may be necessary for preparing and submitting the Tender and entering into the contract.
- 2.7.2 The Tenderer and /or his servants and agents will be granted permission to visit the site for the purpose of inspection. The Tenderer will be fully responsible for any injury (whether fatal or otherwise) to himself or his servants and agents or for any loss or damage to property or for any other loss, damage, costs and expenses whatsoever caused which but for the granting of such permission would not have arisen. The Tenderer will be liable to indemnify the Employer against any loss or damage to the property of the Employer or neighboring property which may be caused due to any act of the Tenderer or his servants and agents.
- 2.7.3 The Tenderer shall examine carefully, all instructions, General Conditions of Contract, Scope of work, Guide lines, Specifications, and all documents issued along with and for the purpose of tender, any amendments made thereto from time to time, conditions, nature of the ground and substrata, quantity and nature of work, materials necessary for the completion of work, the surface conditions, the hydrological and climatic conditions, means of access to the site, the existing roads and other means of communication and in general, shall be deemed to have been examined and obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect his tender. The tenderer is advised to quote strictly in accordance with the terms and conditions detailed in this tender and not to submit their standard printed terms & conditions. Failure to comply with the requirements of the tender documents will be on tenderer's own risks. Tenders, who are not substantially responsive to the requirement of the tender documents, are liable to be rejected.

“PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA.”

2.8 CONTENTS OF TENDER DOCUMENTS :

The set of Tender document issued by the Employer for the purpose of Tendering includes following together with any amendments issued:

1. Invitation to Tender.
2. Instructions to Tenderer.
3. Conditions of Contract.
4. Scope of Work.
5. Forms
6. Form of Tender & Price Schedule.

The tenderer is expected to examine carefully all instructions, conditions, forms, specifications & drawings in the tender documents. Failure to comply with requirements of tender submission will be at the tenderer's own risk. Tenders, which are not responsive to the requirements of the tender documents, will be rejected.

The Tender prepared by the tenderer, all documents and correspondence in respect of or in connection with the tender and the work to be executed hereunder shall be in English Language only.

2.9 AMENDMENT OF TENDER DOCUMENT :

- 2.9.1 At any time prior to the deadline for the submission of Tenders, the Employer (JNPA) for any reason, whether at his own initiative or in response to tenderer, may modify the Tender document by an amendment.
- 2.9.2 The amendment in the form of Corrigendum or addendum will be hosted at JNPA E-tendering website or sent in writing to all prospective tenderers who have downloaded the tender document.
- 2.9.3 The Employer may at his discretion extend deadline for the submission of Tenders to enable prospective Tenderers to take the amendment into consideration while preparing the Tender.

2.10 DOCUMENTS COMPRISING TENDER :

The tender prepared by the tenderer & all correspondence & documents relating to the tender submission shall be written in the English language. Supporting documents & printed literature furnished by the tenderer with the tender may be in other language providing they are accompanied by an appropriate translation of pertinent passages in the English language. For the purpose of interpretation of the tender, the English language shall prevail. The tender to be prepared by the Tenderer shall comprise of the following:

2.11 SUBMISSION AND OPENING OF TENDER:

- 2.11.1 All recipients of documents for the purpose of submitting a Tender shall treat contents of the documents as private and confidential.
- 2.11.2 The Tender shall be submitted electronically through online mode in Two Bid System i.e.

"Technical Bid" and "Price Bid".

"PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA."

- 2.11.3 The tenders shall be submitted electronically through online mode on the date scheduled for submission of tenders. The tenders received up to the date scheduled for submission of tenders and EMD received in all respect up to time scheduled for opening of Technical Bids will only be considered for opening and further evaluation. In case scanned copy of Tender EMD and BG are uploaded on the E tender website, the tenderers may be allowed to submit hard copy before 1630 hrs on the date of opening of the technical bids however non-receipt of the above will disqualify the tenderer for the subject work. The technical bid opened in such case will not be processed for further evaluation. The Employer may at their discretion extend the date for receiving tender. Tenders received after the aforesaid time and date or the extended time and date, if any, will not be considered.
- 2.11.4 The **Technical Bid** will be opened at **the time and date scheduled for opening of tenders** in the office of e-tender cell/ Dy. General Manager (Traffic) Admin. Bldg. JNPA. Tenderer or its representative may witness tender opening process, if they wish so. The tenderer's general technical details, the presence of requisite Earnest Money & cost of tender document and such other details as the Employer at their discretion may consider appropriate, will be announced at the time of tender opening.
- 2.11.5 The **Price Bid** will be opened, if the tenderer's submission in **Technical Bid** satisfies, fulfills all requirements and the same are found to be responsive to the Employer's (JNPA) tender requirement. The Price Bid will not be opened, if the tenderer's submission in technical Bid is found to be unacceptable/non-responsive during its scrutiny.
- 2.11.6 The date and time of opening of **Price Bid** shall be fixed later and intimated to all the tenderers whose submissions in **Technical Bid** are found acceptable to enable them to be present at the opening, if they wish so and the **Price Bid** will be opened at the Office of the Dy. General Manager (Traffic), Jawaharlal Nehru Port Authority, Administration Building, Sheva, Navi Mumbai - 400 707.
- 2.11.7 **Documents for 'Technical Bid' : The tenderer shall submit following documents by uploading electronically for 'Technical Bid':**
- The scanned copies of Tender Security / Earnest Money Deposit** for an amount as given in the Tender Notice of this Tender in the form of Demand Draft drawn in favour of 'Jawaharlal Nehru Port Authority' payable at Mumbai/Navi Mumbai OR Bank Guarantee as per tender form-XII. The Bid submitted without EMD and Integrity pact will be rejected.
 - 'Letter of Application'** on letterhead of tenderer's Firm Duly signed & stamped as per **Form-I** of this Tender Document.
 - Copies of original document defining the constitutional or legal status, place of registration and principal place of business of the company or firm in support of information furnished at **Form-II**.
 - Reports on the financial standing of Tenderer including audited profit and loss statements for last three years duly certified by the Chartered Accountant, balance sheets and auditor's reports for the past Three years. The financial turnover in the last Three years as per **Form-III** of this Tender. These details will be used for evaluating average annual turnover.

"PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA."

- e. Experience in having executed similar works along with Contract value and other related details as per **Form: VI** of this tender document. The Tenderer shall enclose valid copies of Work-order/Purchase order/LOI alongwith relevant performance or completion certificate issued by the customer in support of work completion failing which the offer will not be considered for any further evaluation.
- f. Details of work completed in past by the tenderer as per **Form: V** of this tender document.
- g. Details about current commitments of the tenderer indicating order value, period etc as per **Form: IV**
- h. The Tenderer shall have adequate skilled and unskilled manpower. The details of present skilled and unskilled manpower shall be submitted.
- i. Copies of original Documents defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership.
- j. Copy of Goods & Service tax registration and RTGS details in required format.
- k. Experience of the tenderer for completed works in private organization as stipulated in Eligibility Criteria shall be considered only if the Tax Deduction Certificate with respect to referred work issued by Competent Authority is enclosed by the tenderer for the respective works alongwith the offer.

1. INTEGRITY PACT

The integrity pact available in the Bid document is an integral part of this Bid document and all bidders have to execute the same and upload online and submit the original during bid submission. In case a bidder does not execute the integrity pact, his bid shall be liable for rejection. The name of the IEM's (Independent external Monitor) is given below.

Ms. Smita Srivastava
Quarter No. 1502, 'Sigaram'
Type-VI Unit No. 121,
MG Road Nungambakkam,
Chennai-600034,
Mob. No. +91-9013853676.
Email: smitasrivastavairs@gmail.com

And
Dr. Asha Ram Sihag,
Address: D-396, 2nd Floor,
Defence Colony, New Dehi-110024.
Mob. No. 9911558502
Email: arsihag@gmail.com

- m. Copy of valid EPF Number issued by the Provident Fund Commissioner or Department, PAN number, Goods & Service Tax Registration number, without which offer will not be considered.

"PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA."

- n. In case the contractor is required to obtain license under contract labour (R&A) Act 1970 including but not limited to any renewal and/or Amendment of such Licenses of contract labour (R&A) Act 1970 and the Central Rules 1971 from State/Central Labour Authorities, the successful contractor has to obtain the same and submit a copy with technical bid
- o. Details of experience and past performance of the Tenderer for execution of Orders of similar nature as per tender MQC during past seven years as per **Form-V & Form-VI** and details of current Orders in hand and other Contractual commitments as per **Form-IV** of this Tender Document.
- p. Key Personnel, who will be involved in administration, and execution of the Work till completion. The information in these regards must be submitted as per **Form-VII** of this Tender Document. This information may be used to understand credentials and reputation of the Organization.
- q. 'Technical Proposal' as per **Form-IX** of this Tender Document. Tenderer shall mention all details of having experience in maintenance/repairing of installations mentioned at **Form-IX** of this Tender Document.
- r. A certified copy of the Power of Attorney in accordance with the clause no. 2.15 of this Tender Document along with copy of Memorandum of Incorporation/Articles of association of the firm. The proprietary firm shall submit the declaration on his firm's letterhead along with proof of proprietary firm from Chartered Accountant.
- s. The tenderer shall submit the acceptance of all the 'Terms and Conditions' stipulated in 'JNPA's Tender.
- t. Information regarding any current litigation, if any is to be submitted on company letterhead. In case of no litigation, the same to be also submitted on the company letterhead.
- u. **Declaration on non-debarment:** The tenderer shall submit a declaration that he has not been debarred by any Government undertaking / agency /Public Sector Undertaking from participating in the tender.
- v. **Important:**
 - i) All the pages of photocopied documents in 'Technical Bid' shall be signed and stamped with firm's seal.
 - ii) THE TENDERER SHALL SUBMIT/FURNISH ORIGINAL DOCUMENTS FOR VERIFICATION, WHENEVER DEMANDED BY JNPA.

2.11.8 'PRICE BID' contains 'FORM OF TENDER' and 'PRICE SCHEDULE'.

NOTE-1: The Price Bid/Form of Tender shall be free from any errors and corrections.

NOTE-2: It is very much essential to quote the Prices only in the "Price Bid". Disclosure/indication of the Price in the Technical Bid shall render the Tender disqualified and rejected.

"PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA."

NOTE-3: It is very much essential to upload 'FORM OF TENDER', 'PRICE SCHEDULE' and 'APPENDIX-1 to PRICE BID' only in the "Price Bid". Submission of the same in the Technical Bid shall render the Tender disqualified and rejected.

NOTE-4: In "Price Bid", the tenderer should quote one price only. Declaring price discrimination by showing optional/alternative prices may lead to rejection of the complete offer.

- 2.11.9 Recipients of documents for the purpose of submitting a Tender shall treat contents of the documents as private and confidential.
- 2.11.10 The Tender of any Tenderer who has not complied with one or more of the foregoing instructions may not be considered.
- 2.11.11 Telegraphic, Telex or cable offers will be treated as defective, invalid or rejected. Only detailed complete & ONLINE offers THROUGH E-TENDERING MODE received prior to the closing time & date of the Tender will be taken as valid.
- 2.11.12 The Employer will examine the Tenders to determine whether they are complete, whether requisite Tender securities have been furnished, whether the documents have been properly signed and whether the Tenders are done in order.
- 2.11.13 Failure to comply with requirements of Tender submission will be at the Tenderer's own risk. Tenders, who are not responsive to requirements of the Tender Documents, will be rejected.
- 2.11.14 The Tender shall be submitted in ONLINE E-TENDERING MODE ONLY.

2.12 TENDER VALIDITY :

The Tender shall remain valid and open for acceptance for a period stipulated in 'Invitation to Tender', from the date fixed for opening the same. The Employer reserves their right to extend the period of validity for a specific time. The request and the response thereto, shall be made in writing through declared e- mail/fax or Telex. The Tenderer will have an option to refuse the request without forfeiting his Tender security. However, in the event of the tenderer agreeing to the request, he will not be permitted to modify his Tender. In the event of the tenderer agreeing to the extension, the Tenderer shall correspondingly extend the validity of his Tender security.

2.13 TENDER SECURITY / EARNEST MONEY DEPOSIT (EMD) :

- 2.13.1 The Tender shall be accompanied by Tender Security/E.M.D. as stipulated in 'Invitation to Tender', in the form of Demand Draft drawn in favour of JAWAHARLAL NEHRU PORT AUTHORITY drawn on any Nationalized/Scheduled bank only through DD mode or BG from any Nationalized/Scheduled bank having its branch in Mumbai. Validity of BG shall be initially six months from the date of opening of tender and it shall be extended as demanded by the employer till placement of work-order on successful contractor.

"PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA."

Firms registered with MSE shall be considered for getting benefits of exemption from submission of EMD and tender cost, subject to submission of valid registration certificate for subject tender.

- 2.13.2 Tender Security of unsuccessful Tenderers will be returned after the expiry of the validity of BG in case BG is submitted or after award of the contract to successful tenderer whichever is earlier. Refund of DD amount will be done without any interest.
- 2.13.3 The Employer will reject any Tender which is not accompanied by the requisite Tender Security/EMD in case he is not registered under MSE as mentioned above.
- 2.13.4 Tender Security of the successful Tenderer will be returned upon the Tenderer furnishing required Performance Guarantee. No interest will be payable by the Employer on the Tender Security amount cited above.

2.14 TENDER SECURITY/EMD IS LIABLE TO BE FORFEITED :

- 2.14.1 If a Tenderer withdraws his Tender during the period of Tender validity.
- 2.14.2 In case of successful Tenderer fails to submit a security deposit or Performance Guarantee within 21 days from the date of receipt of work-order and/or failed to enter into the required agreement.
- 2.14.3 In case, the tenderer is found to have provided false information/ submitted forged documents.

2.15 FORMAT AND SIGNING OF TENDERS :

- 2.15.1 If proprietary firm makes the Tender, it shall be signed by proprietor above his full name and the full name of his firm with its present address.
- 2.15.2 If a firm in Partnership makes the Tender, a partner holding power of Attorney for the firm shall sign it. A certified copy of the power of Attorney shall accompany the Tender. The certified copy of the Partnership Deed, present address of the firm and full name and current addresses of Partners of the firm shall also accompany the Tender.
- 2.15.3 If the Tender is made by Limited Company, duly authorized person shall sign the tender. A certified copy of authorization letter shall accompany the Tender.
- 2.15.4 The original and copies of the tender shall be typed or written in indelible ink and shall be signed by the person who is duly authorized in writing by or for and on behalf of such firms. Certified copy of Power of Attorney shall be enclosed along with the Tender.
- 2.15.5 The person or persons signing the Tender shall initial all pages of the Tender where entries or amendments have been made.
- 2.15.6 Complete Tender shall be without alteration or except those to accord with instructions issued by the Employer or as necessary to correct made by the Tenderer, in such case, corrections shall be initialed by the person or persons signing the tender.
- 2.15.7 Submission of tender by the Joint Venture firm is not allowed for this tender.

“PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA.”

2.16 LATE TENDER :

No delay on account of any cause will be entertained towards the late submission of tender/inability to uploading of Tender due to any reason within prescribed time limit.

2.17 MODIFICATION AND WITHDRAWAL OF TENDERS :

- 2.17.1 A Tenderer may modify or withdraw his tender after the submission of tender provided that written notice of the modification or withdrawal is received by the Employer prior to the deadline prescribed for submission of Tenders.
- 2.17.2 Tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched as mentioned in sealing and marking of Tender above. A withdrawal notice may also be sent by fax/e-mail but shall be followed by a signed confirmation copy sent by Post and shall reach not later than the deadline for the submission of Tenders.
- 2.17.3 No tender will be modified subsequent to the deadline for the submission of Tender.
- 2.17.4 Withdrawal of Tender in the interval between deadline for submission of Tender and the expiry of the Tender validity may result in the forfeiture of the Tenderer's Tender security / EMD.

2.18 TENDER OPENING:

- 2.18.1 On the date and time as stipulated in 'Invitation to Tender', following procedure will be adopted for opening of tenders :-
- 2.18.2 The **TECHNICAL BID** of all the Tenderers will be opened by the representative of the Dy. General Manager (Traffic- C&C) at Jawaharlal Nehru Port Authority in the presence of Tenderers, who have submitted the tenders or their authorized representatives, who may wish to remain present. The tenderer's general technical details, the presence of requisite Earnest Money and such other details as the Employer at their discretion may consider appropriate, will be announced at the time of tender opening.
- 2.18.3 The **PRICE BID** shall be opened if the tenderer's submission in **TECHNICAL BID** satisfies and includes all requirements and the same are found acceptable to the Employer/Jawaharlal Nehru Port Authority. The PRICE BID will not be opened if the tenderer's submission in TECHNICAL BID is found to be unacceptable/non-responsive during its scrutiny.
- 2.18.4 The PRICE BID will be opened on a date & Time to be fixed later and intimated to all the tenderers whose submissions in Technical Bid are found acceptable, to enable them to be present at the opening, if they wish so, The **PRICE BID** will be opened at the Office of Dy. General Manager (Traffic- C&C), Jawaharlal Nehru Port Authority, Administration Building, Sheva, Navi Mumbai - 400 707.
- 2.18.5 Conditional Tender will be rejected outrightly considering it as non-responsive offer. Also the Tender may be liable to be rejected outright, if while submitting it :-
 - a. the tenderer proposes any alteration in the work specified in the tender or alteration in time allowed for completing the works or put any other unacceptable conditions.
 - b. the tenderer does not fill and sign duly witnessed in the spaces provided in the Tender Form.

“PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA.”

2.19 PROCESS TO BE CONFIDENTIAL :

- 2.19.1 After the public opening of Tenders, information relating to the examination, clarifications, evaluation and comparison of Tenders and recommendations concerning Award of Contract shall not be disclosed to Tenderers or other persons not officially concerned with such process.
- 2.19.2 Any effort by Tenderers to influence the Employer in the process of finalization of Tenders may result in the rejection of the tenderer's Tender.

2.20 CLARIFICATION OF TENDERS :

- 2.20.1 To assist in the finalization of tenders, the Employer may ask the Tenderer individually clarification of their tender.
- 2.20.2 The request for clarification and the response shall be in writing by fax/Email. But no change in the prices or substance of the Tender required confirming corrections or arithmetical errors discovered by the Employer during the evaluation of the tender.

2.21 DETERMINATION OF RESPONSIVENESS :

- 2.21.1 The Employer will determine whether each tender is responsive to the requirements of the Tender Documents prior to detailed evaluation of Tenders.
- 2.21.2 Responsive Tender is one, which conforms to all terms and conditions and specifications of the Tender documents without material deviations or exclusions, qualifications, conditions stated, assumptions not solicited.
- 2.21.3 If the tender is not responsive to the requirements of the Tender documents, it will be rejected by the Employer and may not subsequently be made responsive by the Tenderer by correcting of non-conformity.
- 2.21.4 The Employer may accept any non-material deviation or reservation provided that the acceptance thereof does not prejudice or affect the relative ranking of any tender in the evaluation of Tenders.

2.22 CORRECTION OF ERRORS :

- 2.22.1 The Employer for any arithmetical errors in computation and summation will check tenders determined to be responsive.
- 2.22.2 Where there is a discrepancy between amounts in figure and words, the amount in words will be governed.
- 2.22.3 Where there is a discrepancy between unit price and the total amount derived from the multiplication of the unit price, the per unit price as quoted will normally govern, unless in the opinion of the Employer there is obviously gross-misplacement of the decimal point, in the unit price, in such event, the total amount as quoted will govern.
- 2.22.4 If the tenderer does not accept the correction of errors as outlined above, his tender will be rejected.

“PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA.”

2.23 NOTIFICATION OF AWARD :

- 2.23.1 Prior to the expiry of the period of Tender validity prescribed by the Employer, the Employer will notify the successful tenderer by fax/E-mail confirmed in writing by the registration letter that his tender has been accepted. This letter (Hereinafter called as Letter of Intent) shall name the sum, which the Employer will pay to the Contractor in consideration of the execution, completion and guarantee of the executed Work by the Contractor as prescribed by the Contract (hereinafter called Contract price).
- 2.23.2 Letter of Intent will constitute the formation of Contract.
- 2.23.3 The successful tenderer shall take printouts of '**Original Tender Document**' as issued to them by JNPA through e-tendering website and shall submit the same with all pages duly signed by the Tenderer with firm's seal in token of acceptance of 'Terms and Conditions' of JNPA's Tender.
- 2.23.4 The Employer will not entertain any further correspondence from the unsuccessful Tenderers.

2.23.5 The Tenderer should note the following before quoting the offer :-

- a) If the contractor has executed the works in Private Sector, then they have to submit Tax Deduction at Sources (TDS) Certificate.
- b) The completed works only is considered for qualification. Partly completed works or works in progress shall not be considered for qualification.
- c) In case of any contract having material and Labour components are controlled at different heads, in such cases the value of work indicated in work order and respective completion certificates only considered for experience.
- d) If the tenderer have successfully completed the work (date of completion of work i.e. physically / actually completion irrespective of maintenance period) during last 7 years ending last day of month previous to the one in which applications are invited irrespective of date of commencement / start of work. Such experience of work is also considered for evaluation in work experience.
- e) Once after submission/ uploading of the bid by the tenderer, it will not be permitted to withdraw the same. If any instructions are received from the tenderer to withdraw the submitted bid on or before the scheduled date and time of tender opening, their bid shall be opened and Earnest Money Deposit submitted shall be forfeited. Subsequently their offer shall be treated as non-responsive and disqualified.
- f) Any instructions received from the tenderer after opening of the bids such as withdrawal of bid / modification of bid etc. Such instructions shall not be considered and their bids shall be evaluated as per tender conditions.

"PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA."

- h) If the work is completed successfully and contract is under maintenance period, such works are considered as a completed works for evaluation purposes.

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“PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA.”

2.24 **PERFORMANCE GUARANTEE :**

Security Deposit cum Performance Guarantee:

- a) The Performance Security at **10% of the Contract amount plus applicable GST** shall be provided by the Contractor to the Employer not later than 21 days from the letter of acceptance and shall be issued in the said amount and on approved form and by a bank or surety acceptable to the Employer and denominated in Indian Rupees. The Performance Security shall be valid until a date 30 days after the day of expiry of taking over certificate/completion of contract period as per work-order or as per extension demanded by the employer. The Performance security shall be refunded within 30 days after completing all contract requirements, making all eligible payments of the staff working under the contract and all agencies from whom services under the contract are availed and fulfilling all statutory requirements.
The obtaining of such guarantee and the cost of guarantee to be so entered into shall be at the expense in all respects of the contractor.

If the performance security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued by a Nationalised/Scheduled Indian bank having its branch at **Mumbai** acceptable by **JAWAHARLAL NEHRU PORT AUTHORITY**. The BG shall be issued in favour of **JAWAHARLAL NEHRU PORT AUTHORITY** in the Format enclosed with this tender document.

The validity of BG shall be extended as and when ordered by the employer in case contract requirements are not fulfilled satisfactorily. Failure of the successful tenderer to lodge the required Bank Guarantee shall constitute sufficient grounds for the termination of the contract and Forfeiture of EMD. The EMD of successful tenderer shall be released after submission of Performance Bank Guarantee.

- (ii) In case, the value of the Performance Guarantee (PG) is more than Rs. 2.0 lakhs, the PG may be submitted in the form of Bank Guarantee (B.G), from any Nationalised/ Scheduled Bank, having its branch in Mumbai. The format of BG is available in the tender. The validity of the bank guarantee shall be contract period plus warranty period plus a claim period of three months. This BG shall be extendable suitably in case the contract is being extended.
- (iii) Failure of the successful Tenderer to submit the required Performance Guarantee shall constitute sufficient grounds for termination of the Contract and forfeiting the Earnest Money Deposit.
- (iv) JNPA will be entitled to en-cash the Bank Guarantee (BG)/Demand draft (DD) deposited by the contractor to the Port, in any of the following events:

- a) In case of failure on the part of the contractor, at any time, during the continuance of this contract, to comply with any of the conditions herein contained.

“PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA.”

- b) In case of any breach of contract, or
- c) After Service provided by the contractor during the period of contract is found to be unsatisfactory in the opinion of Engineer-in-charge and JNPA.

In case of forfeiture of security deposit or performance guarantee, GST will be applicable. The Proforma of Bank Guarantee for Performance Guarantee is given at Form: VIII

2.25 FIRM PRICE:

The Prices quoted by the tenderer shall be inclusive of all taxes, duties, charges, entry tax, work contract tax, cess, octroi if any etc. Basic prices other than workers salary shall be firm during the course of execution.

2.26 PERIOD OF CONTRACT:

The period of contract for this work shall be 02 years (Two years) (24 Calendar Months) from the date of commencement of work extendable for additional one year with same terms and conditions subject to satisfactory performance, with provision to pay prevailing minimum wages.

2.27 CRITERIA FOR EVALUATION:

- a) Technical Bid will be scrutinized to ascertain whether the Tenderer fulfils the requirements as stipulated in the tender document. The Tenderer who do not fulfil the basic tender requirements will be treated as non-responsive and may not be considered for further evaluation.
- b) The technical Bids shall be thereafter scrutinized for responsiveness. A tender shall be treated as substantially responsive which meets the important requirements of the tender document without major deviation.

2.28 OPENING OF PRICE BIDS & EVALUATION

- a) Tenders, which are found to be in conformity with Tender requirements and are considered substantially responsive, will be considered for opening of Price Bid.
- b) The Tenderers found to be qualified and responsive will be informed about the date and time of opening of their Price Bids. On the stipulated date and time, the Price Bids of such Tenderers will be opened in the presence of authorized representatives of such Tenderers who wish to remain present.
- c) Comparison and Evaluation of Price Bids will be based on the total cost quoted for all the price schedules items/parts/sections by the Tenderer in the Price Schedule
- d) The Tenderer whose Price Bid is found to be the lowest and/or beneficial to the Port Authority will be considered for award of Contract.

“PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA.”

- e) The contract shall be awarded based on the overall lowest **total cost of price schedule** quoted by the tenderer including all the price schedule items and not on the price of individual item.

2.29 **SITE INFORMATION:**

- 2.29.1 The site information supplied hereinafter and provided elsewhere is given in good faith. The contractor shall satisfy himself regarding the weather, wind, tides and the geological ground and other conditions and no claim will be entertained due to any error in the information supplied.
- 2.29.2 The technical information of the Mobile X-Ray Container Scanner (MXCS) is placed at annex- IV of the tender document.
- 2.29.3 JAWAHARLAL NEHRU PORT AUTHORITY (JNPA) is situated at a distance of about 26 Km from Panvel on Uran-Panvel Road (NH-4B) and about 22 Km from Nerul on Vashi-Uran road.
- 2.29.4 **Wind:** General direction of wind is from the North to the West quarter, with seasonal variations as shown below:-

SEASONAL WIND VARIATIONS

Months	Directions	Speeds
February - May	Mainly from N.W.	(Max. 8 to 10 Beaufort. Substantial 4-6 Beaufort)
June-Sep	Mainly from W.N.W	(Max. 8 to 10 Beaufort. Substantial 6-8 Beaufort)

- 2.29.5 **Cyclones:** These may occur in the period of May/June or October/November. The last severe cyclonic storm was experienced in 1982. Occasionally, sudden high winds also occur during the fine weather period from N.E.
- 2.29.6 **Currents:** The currents in the harbour waters are essentially caused by the tides, and are not influenced to any extent by monsoons etc. The tidal flow is unsteady and the magnitude and direction of the current varies with respect to location, time and depth. Generally the ebb currents are stronger than flood currents.
- 2.29.7 **Waves:** The National Institute of Oceanography (NIO) have compiled and published wave data for the entire coastline of India in the form of a 'Wave Atlas'. The monthly wave rose diagrams published in the 'Wave Atlas' for the area from Latitude 15o N to 25o N and Longitude 70o N to 75o E show that during monsoon period the predominant wave directions are from Southwest to West. During this period, waves of 4-5 m height normally occur; however, waves upto 8.0 Mtrs. in height and period of 14 seconds have also been reported. October and November are transition months during which the predominant wave direction changes to North to Northeast. During December and January the waves mainly occur from North to Northeast and from February to May waves predominantly come from the North west quadrant.
- 2.29.8 **Relative Humidity & Temperature:** Relative humidity ranges from 61% to 87% being the highest in the monsoon period. During the winter months (Nov-Jan) relative humidity ranges from 61% to 72%. Mean daily temperature ranges from 24 Degrees C to 33 Degrees C except during the winter period when the minimum temperature may fall to about 19 Degrees. The hotter months are March, April, May and June.

“PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA.”

2.29.9 **Visibility:** In general, on the West Coast, above latitude 16 Degree N mist sometimes develops during sunrise but disperses thereafter. The West Coast of India Pilot also states that at Mumbai from November to March smog hangs over the land, obscuring everything in view. This happens only for short periods most often shortly after sunrise but also occasionally in the evenings. Visibility is generally good for most part of the year.

2.29.10 **Rainfall:** The southwest monsoon period extends from June to September. November to March is the period for the north-east monsoon. Most of the annual rainfall occurs during the southwest monsoon, the average monthly rainfall being about 45 cm. Rain during the northeast monsoon is slight. The average annual rainfall over 20 years is 193 cm.

The site, where these works are proposed to be carried out, is located in and around JNPA Township.

“PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA.”

SECTION: 3 - CONDITIONS OF CONTRACT

3.1 DEFINITIONS AND INTERPRETATION:

In the Contract (as hereinafter defined) the definition of the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

- 3.1.1 "Employer"** means "JNPA" or "Employer" or "Port Authority" or "JN-Port" or "Port", means Board of Jawaharlal Nehru Port Authority, a statutory body formed under the Major Port Authorities Act 2021, by notification No. GSR 59 (E), dated 31.01.2022 issued by the Government of India. acting through its Chairman, Dy. Chairman or Chief General Manager (Traffic) or Engineer-in charge or any other officers so nominated by the Board.
- 3.1.2 "Contractor"** means the person or persons, firm, corporation or company whose tender has been accepted by the Employer and includes the Contractor's servants, agents and workers, personal representatives, successors and permitted assigns.
- 3.1.3 "Contract"** means and includes Tender Documents, Instructions to Tenderers, General Conditions of Contract, Drawings, Specifications, and Schedules etc., any amendments thereto, Tender Bid, Letter of Acceptance and the Contract Agreement.
- 3.1.4 "Contract Price"** means the sum named in the tender subject to such additions thereto or deductions there from as may be made under the provisions hereinafter contained.
- 3.1.5 "Specifications"** means the specification referred to in the tender documents and any modifications thereof or additions thereto or amendments thereto as may be from time to time be furnished or approved in writing by the Employer.
- 3.1.6 "Drawing"** means the drawings prepared by Employer and attached to Tender Document, if any.
- 3.1.7 "Site"** means the land and other areas where the supplied material is to be installed or work to be carried out and as identified by the Employer for the purpose of contract.
- 3.1.8 "Engineer-in-Charge"** means an officer of JNPA to be In-charge of works of this tender as nominated by Chief Manager (Traffic).
- 3.1.9 "Work"** means the work to be executed in accordance with the contract as described in the scope of work and as per Technical Specifications including modified, extra and additional work to be executed under the contract and as per other documents forming part of Tender Document.
- 3.1.10 "Approved/Approval"** means the approval in writing.
- 3.1.11 "Schedule"** shall mean the schedules annexed to this tender document including Schedule of Rates/Price Bid.
- 3.1.12 "Writing"** shall include any manuscript, typewritten or printed statement under or over signature and seal as the case may be.
- 3.1.13 "Month"** means calendar month.
- 3.1.14 "Day"** means calendar day

"PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA."

3.1.15 The successful bidder must produce a solvency certificate from his banker for an amount not less than AMOUNT OF THE CONTRACT FOR THE PERIOD OF 01(ONE) YEAR within 30 days from the award of contract.

3.1.16 Singular And Plural: Words importing the singular only also include the plural and vice versa where the context requires.

3.2 HEADINGS OR NOTES:

The headings and marginal notes in these conditions of contract and instructions to tenderer or elsewhere in the tender shall not be taken to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

3.3 PERIOD OF CONTRACT:

The contractor shall commence the work at 0700 Hrs. on the date mentioned to commence the work in the 'Letter of Acceptance'/Work-order. The period of this contract shall be Two Years (24 calendar months) from the time & date of commencement of work. During initial 15 days of the contact training will be provided to scanner operator and to marshals for traffic management by M/s. Smith Detection Systems Pvt. Ltd.

3.4 CARE AND DILIGENCE:

The contractor shall exercise all reasonable care and diligence in the discharge of all technical, professional and contractual duties to be performed by them under this contract and shall be fully responsible to the Employer for the properly, efficiently and effectively carrying out of their duties.

3.5 SIGNING OF AGREEMENT:

Upon the receipt of the notification of award by the successful tenderer, he shall prepare a draft of the agreement and submit the same to the Employer within seven days of the date of receipt of notification of award. The Employer shall return the draft duly approved within ten days from the receipt of the draft and the successful tenderer shall get the same engrossed, have the correct amount of stamp duty adjudicated by Superintendent of Stamps, Mumbai and thereafter return the same duly signed and executed on behalf of the successful tenderer, all at his own cost within ten days from the receipt of the approved draft. Cost of stamp duty will be re-imbursed by JNPA.

3.6 CONFIDENTIALITY CLAUSE :

Except with the prior written consent of JNPA, the contractor/vendor/consultant and its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Project execution or the Services rendered, this Contract or JNPA's Business or Operations nor shall the contractor/vendor/consultant and its Personnel make public the recommendations formulated in the course of, or as a result of, the services. Also, during execution of contract, it is necessary to sign a Non-disclosure agreement (as per format to be provided to the successful tenderer) between the firm's authorized official (Contractor) and respective Head of Department of JNPA (Employer).

"PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA."

3.7 PREPARATION OF COPIES FOR THE CONTRACT DOCUMENTS:

Upon signing the contract agreement, the contractor shall make **FOUR COPIES** of contract document in hardbound cover, which shall comprise all the documents used in contract/Agreement and provide the same to the Employer at no extra cost.

3.8 ASSIGNMENT AND SUBLETTING:

The contractor shall not sub-let the works or any part thereof without the written permission of the Employer nor assign his right and interest in these presents nor assume a fresh partner or partners nor dissolve the partnership at present existing between him in reference to this contract without the written permission of the Employer and such consent, if any, given shall not relieve the contractor from any liability or obligations under the contract and he shall be responsible for the acts, defaults and neglects of any Sub-contractor or his servants, agents or workmen as fully as if they were the acts, defaults or neglects of the Contractor provided always that the provisions on labour or a piecework basis shall not be deemed to be a sub-letting under this clause.

3.9 ACCESS TO SITE:

The Contractor shall obtain prior permission of the Employer before any person not directly connected with the works visits the site.

3.10 ENVIRONMENTAL CONTROLS:

All site operations should be so controlled as to minimize pollution to the seawater through surface drainage. All oil and greasy wastes should be collected in a trap and disposed away and should not be let into the seawater.

3.11 TRANSPORTATION:

The Contractor shall at his own costs and expenses depute/provide one no. **vehicle with power staring** (Minimum 07 seater) (Mahindra Bolero) (along with driver and its maintenance) for mobilization of workmen from Central Gate to the three (03) Mobile X-Ray Container Scanners (MXSC) sites in port area and shall report to Engineer In-Charge on all days irrespective of Sundays/Weekly off and Holidays. The vehicle shall be available site on 24X7 basis irrespective of Sundays/Holidays/National holidays. KM/month shall be minimum 2400 Kms. This figure is given for reference however considering the entire JNPA area and daily works, kilometers may increase. The cost towards provision of vehicle is deemed to be included in the quoted cost.

This vehicle shall be exclusively used for mobilization of manpower from Central Gate Complex to the three (03) Mobile X-Ray Container Scanners (MXSC) sites and it will be posted at 24/7 x 365 days.

All materials, Stores, manpower etc. required for efficiently carrying out and completing the work to the satisfaction of the Engineer-in-Charge shall be arranged by Contractor.

“PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA.”

- I. The vehicle shall be under the control of Engineer-in-Charge and cost towards it shall be quoted considering following terms and conditions.
- II. The Contractor shall provide the vehicle for a period of 24 months for shifting of men and material during execution of operation of MXCS. The contractor shall consider 2400 Kms/month and 24 hrs/day operation including fuel charges and Driver salaries while quoting for vehicle.
- III. The deployed vehicle (24 Hrs) will report to the Engineer-in-Charge for operation of Scanners Contract everyday irrespective of Sundays and Holidays. Any changes in working hours and or in reporting time, will be communicated as and when found necessary.
- IV. The reporting point of deployed vehicle will be as instructed by the Reporting Officer and starting reading will be noted at the reporting points.
- V. Contractor will deploy drivers (for 24 Hrs duty) having experience of driving jeep/car for not less than 03 years and having valid driving license. The driver of the vehicle shall be paid as per the prevailing wages paid to drivers deployed at Jeeps engaged by JNPA's Administration Department for various sections, these wages shall not be less than minimum wages declared by State Govt. for skilled category time to time.
- VI. The Contractor will be responsible for up-keep and maintenance of deployed vehicle. The contractor shall be responsible for all repairs and keeping adequate spare parts, repair kits, stepony etc. If the deployed vehicle goes under breakdown for any reasons the contractor shall provide other vehicle (jeep) in replacement of existing vehicle immediately.
- VII. The deployed vehicle shall be manufactured on or after 1st July 2024. Photocopies of RC/TC books shall be submitted before deployment of vehicle.
- VIII. **Penalty:** Any failure on part of Contractor to provide the vehicle at given time and place, will make the Contractor liable for penalty of Rs. **1,000/- per Shift**. Besides the penalty, a pro-rata deduction will be made from Contractor's monthly bill as per the rate quoted by the contractor.
- IX. The driver of the vehicle will maintain daily log sheet indicating relevant details e.g. date, time, distance covered, name of places visited, personnel carried and signature of controlling officer which will form the basis for certification of bills.

WORKMANSHIP:

All the works shall be executed in the best and most substantial workmanship like manner in accordance with particulars contained in or implied by the Scope of work.

3.12 EMPLOYER'S LIEN:

The Employer shall have a lien on and over all or any moneys that may become due and payable to the contractor under this contract or any other contract or from any amount lying with them "PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA."

or under their control and in respect of any debt or sum that may become due and payable by the Employer to the contractor either alone or jointly with another or other and either under this contract or under any other contracts or transaction of any nature whatsoever between the Employer and the contractor.

3.13 BRIBES, COMMISSION:

Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the contractor or his partner, agent or servant or anyone on his or their behalf to any officer, servant, representative or agent of the Employer or to any person on his behalf in relation to the obtaining or to the execution of this or any other contract or with the Employer shall in addition to any criminal liability which he may incur subject to the contractor to the cancellation of this and all other contracts with the Employer and the contractor shall be liable to pay to the Employer such sum or sums which they may have to incur or suffer as and by way of loss or damage as a result of such cancellation. The Employer shall be entitled to deduct the amount so payable by the contractor from any money otherwise due to the contractor under this or any other contract or from any amount lying with them or under their control. Any question or dispute as to the commission of any offense under the present Clause shall be settled by the Employer in such manner and on such evidence or information as they shall think fit and consider sufficient and their decision shall be final and conclusive.

3.14 EXECUTION:

The Contractor shall in consideration of payments to be made to him as hereinafter provided execute and do the works set-forth as described in the scope of work including any amendments or additions or alterations or changes thereto.

3.15 KEEPING THE SITE CLEAN:

The Contractor shall at his own costs and expenses, at all times keep the site free from all obstructions and dispose of all surplus excavated materials, grass, rubbish etc. and other materials in such manner as he deems fit or as directed by Employer.

3.16 DEFAULT OF CONTRACTOR:

If the Contractor makes any default or on the happenings of anyone or more of the following events that is to say:

- 3.16.1** If the contractor without reasonable cause abandons the contract OR
- 3.16.2** Suspends the carrying out of the works for 7 days after receiving written notice from the Employer without any lawful excuse or fails to make proper progress with works for 7 days after receiving written notice from the Employer to employ more men OR
- 3.16.3** Fails to proceed regularly and diligently with the work OR
- 3.16.4** The contractor has become insolvent OR
- 3.16.5** The contractor gone into liquidation or passed the resolution for winding up OR

“PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA.”

- 3.16.6** Upon winding up order being passed by the Court or a Receiver or manager is appointed in respect of any of the property of the contractor OR
- 3.16.7** Fails to complete all or any part of the works during the time specified for completion of the contract or such extended time as may be granted by the Employer OR
- 3.16.8** Fails repeatedly to make eligible payments/salary payments to the staff/Any outside agency from whom services are availed.
- 3.16.9** His omission or negligence or neglect or default or failure to comply with any of the conditions of the contract.

The Employer may after giving a notice of One month terminate the contract and en-cash the performance guarantee if the performance of the contractor is found unsatisfactory.

3.17 EXIT CLAUSE:

The contract may be closed from either side with three months notice without assigning any reason.

3.18 TERMINATION OF THE CONTRACT.

JNPA reserves the right to terminate the contract by serving one-month advance notice in case of repeated poor performance/defaults by the Contractor. Such poor performance/response will be recorded and intimated to the contractor in writing.

3.19 BLACKLISTING OF CONTRACTOR:

Employer reserves the right to blacklist/Debar the contractor. A notice will be issued to the contractor seeking explanation for the lapses committed by it. Explanation shall reach to the Employer within 15 days from the date of issue of notice. In case explanation is not found satisfactory, the contractor/contracting firm will be blacklisted/Debarred for a period of 03 years to 05 years, depending upon intensity of lapses. The firm will not be allowed to participate in any JNPA tender for the said period. Ground for blacklisting/Debarment will be based on the following.

- Constant Non-Achievement of milestones on insufficient and imaginary grounds and Non-adherence to quality specifications despite being pointed out.
- Persistent and intentional violation of important conditions of contract.
- Involvement in any sort of tender fixing.
- In case, the contractor has submitted forged documents while participating in the tender/After award of contract.
- If the contractor without reasonable cause abandons the contract or
- Suspends the carrying out of the works for 7 days even after receiving written notice from the Employer without any lawful excuse or fails to make proper progress with

“PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA.”

works for 7 days after receiving written notice from the Employer to employ more men or

- Fails to proceed regularly and diligently with the work without any valid reason or Fails to obtain statutory compliance as required under this tender.
- Fails to make appropriate and timely payment to the manpower deployed under the contract.

3.20 INDEMNITY

Notwithstanding that all reasonable and proper precautions may have been taken by the Contractor at all times during the execution of the work and during the free period of maintenance, the Contractor shall indemnify and keep indemnified the Employer against all losses and/or damages suffered by the Employer arising out of the contract either to the works or any other property belonging to the Employer or other works or to the lives, persons or properties of the others arising directly or indirectly as a result of any acts or omission or failure or negligence or neglect or default on the part of the Contractor or any Sub-Contractor/s, his/their servants, agents or workmen or the failure on the part of contractor to fulfill statutory obligations or omission on behalf of contractor to fulfil compliance of any law or Act.

3.21 DISPUTE BETWEEN THE CONTRACTOR AND EMPLOYER:

All disputes between the parties shall be referred to the award of two arbitrators (one to be nominated by the "Contractor" and one by "Employer", or in case of said arbitrators not agreeing, then to the award of an Umpire to be appointed by the said arbitrators) in writing before proceeding on the reference. The decision of the arbitrators or in the event of their not agreeing, of the Umpire appointed by them shall be final and binding on all parties to the contract and the provision of the Arbitration and Conciliation Act, 1996 and the rules thereunder and any statutory modification thereof shall be deemed to apply to such reference and deemed to be incorporated in the Contract. The Joint Arbitrators/Umpire may from time to time with the consent of parties shall enlarge the time for making and publishing the award. The Joint Arbitrators/Umpire will be bound to give claim-wise detailed and speaking award and it should be supported by reasoning.

It is term of this contract that only questions and disputes as were raised during the execution of the work till its completion and not thereafter shall be referred to arbitration. However, this would not apply to the questions and disputes relating liabilities of the parties during the maintenance period after completion of the work.

The Contractor invoking arbitration shall give a list of disputes with amounts in respect of each dispute along with the notice for appointment of Arbitrator.

It is also a term of this contract that if the contractor does not make any demand for appointment of Arbitrator in respect of any claims in writing as aforesaid within **120 days** of receiving the intimation from Engineer-in-charge that final bill is ready for payment, the claim of contractor shall be deemed to have been waived and absolutely barred and the Employer

“PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA.”

shall be discharged and absolved of all liabilities under the contract. It is also a term of this contract that if any fees are payable to the Arbitrator these shall be paid equally by both parties.

3.22 LABOUR:

- 3.22.1** The contractor shall make his own arrangements for the engagement of all labour for doing the work at site or in respect of or in connection with the execution of work as also for the transport, housing, feeding and payment to them.
- 3.22.2** Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his employees and for the preservation of peace and protection of persons and property in the neighborhood of the works against the same.
- 3.22.3** The contractor shall all times during the continuance of the contract comply fully with all existing Act, Regulations & Bye-laws including all statutory amendments and reenactment of State or Central Government and other local authorities and any other enactment and by the State or the Central Government or local authority, including Indian workmen's compensation Act, Contract Labour (Regulation & Abolition) Act 1970 and Equal Remuneration Act 1976, Factories Act, Minimum Wages Act, Provident Fund Regulations, Employees Provident Fund Act etc., and Sanitary Agreements for same Act, Health & Sanitary Agreements for workmen, Insurance & other benefits and shall indemnify and keep the Employer indemnified in case any proceedings are taken or commenced by any authority against the Employee for an contravention of any of the laws, bye laws or scheme by the contractor. If as a result of Contractors failure, negligence, omission, default or non-observance of any provision of any laws, the Employer is called upon by to pay or reimburse any amount, the Employer shall be entitled to deduct the same from any moneys due or that may become due to the contractor under this contract or any other contract or otherwise recover from the contractor any sums which the Employer is required or called upon to pay or reimburse on behalf of the contractor. All registration and statutory inspection fees in respect of this work pursuant to the contract shall be paid by the contractor.
- 3.22.4** The contractor shall make his own arrangements for the engagement of labour for doing this work at site or in respect of or in connection with the execution of work as also for the transport, housing, feeding and payment thereof.
- 3.22.5** In the event of any outbreak of illness or an epidemic nature, the contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government, or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.
- 3.22.6** The contractor shall pay the labour (Operators & Marshalls) engaged by him on the work not less than a fair wage (Minimum Wages as per Minimum Wages Act), which expression shall mean, whether for time or piece work, rates of wages as may be fixed by the concerned authority as fair wages for JNPA area payable to the different categories of workers. The successful contractor shall also consider Provident fund, weekly offs, **Medical & Insurance** facility etc. as per prevailing Labour Act for the staff deployed by him. Any expenditure towards medical treatment of the deployed staff whenever required shall be at the contractor's account. Cost towards the same is deemed to be included in the quoted cost.

“PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA.”

- 3.22.7** The contractor shall maintain records of wages and other remuneration paid to his employees in such form as may be convenient and to the satisfaction of the Employer and the conciliation officer (Central), Ministry of Labour, Government of India, or such other authorized person appointed by the Central or state Government and the same shall entirely include the following particulars of each worker:
- i) Name, works number and grade.
 - ii) Rate of daily or monthly wage.
 - iii) Nature of work on which employed.
 - iv) Total number of days worked during each period.
 - v) Total amount payable for the work during each wage period.
 - vi) All deductions made from the wage with details in each case of the ground for which the deduction is made.
 - vii) Wage actually paid for each wage period.
- 3.22.8** The contractor shall provide a wage slip for each worker employed on the works.
- 3.22.9** The contractor shall allow inspection of the aforesaid wage records and wage slip to the Employer at a convenient time and place after he receives notice from the Employer demanding such inspection.
- 3.22.10** The Employer shall have right to deduct the respective amount from the contractor for non-payment of fair wages to the worker or workers or to deduct an estimated amount towards loss suffered by the workers due to non-payment of wages, except the permissible deduction in accordance with law.
- 3.22.11** The contractor shall comply with the procedure laid down in the Dock Safety Regulations, Contract Labour (R&A) Act, 1970, Contract Labour Rules 1971 and any other Act, Rules etc., applicable to his work and indemnify JNPA on this account.
- 3.22.12** The contractor shall abide by all the relevant labour laws and fulfill all statutory obligations without any liability to JNPA.
- 3.22.13**
- i) The contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his employees and for the preservation of peace and protection of persons and property in the neighborhood of the works against the same.
 - ii) The contractor shall at all times during the continuance of the contract comply fully with all existing Acts, Regulations and bye law as including all statutory amendments and re-enactment of state or Central Government and other local authorities and any other enactment and Acts that may be passed in future either by the State or the Central Government or local authority, including Indian Workmen's Compensation Act, Labour Laws and Equal Remuneration Act, 1976, Factories Act, Minimum Wages Act, Motor Vehicle Act etc.
 - iii) If as a result of contractor's failure, negligence, omission, default or non-observance of any provisions of any laws, the JNPA is called upon by any authority to pay or reimburse or required to pay or reimburse any amount, the JNPA shall be entitled to deduct the same from any moneys

“PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA.”

due or that they become due to the Contractor under this Contract or any other contract or otherwise recover from the Contractor any sums which the JNPA is required or called upon to pay or reimburse on behalf of the Contractor. The contractor shall pay all registration and statutory inspection fees in respect of his work pursuant to the Contract.

- iv) The contractor shall pay the labourer engaged by him on the work not less than a fair wage, which expression shall mean, whether for time or piece work, rate of wages those notified under the Minimum Wages Act.
- v) The contractor shall obtain labour license (if applicable) and P.F. account for the work well in advance of the commencement of work.

3.22.14

Personal Protective Equipments.: The contractor shall at his own expenses provide all safety gears including uniform and appropriate Personal Protective Equipment (PPEs) for all labours engaged during the work and failing to do so, the JNPA shall provide the same and recover the cost thereof from any amount due or which may become due to the Contractor or from any amount lying with them or under their control.

3.23 Workmen's Compensation/ESI

The contractor shall at his own expenses obtain such insurance as may be necessary to cover the liability of the contractor or as the case may be of such sub-contractor in respect of personal injuries and death arising out of or in the course of or caused during the execution of the works and shall produce or cause any such sub-contractor to produce for inspection the relevant policy or policies together with receipt for the premium paid under such policy/policies as and when required by the Employer. The copy of the same shall be submitted to JNPA.

The successful Contractor will be liable and responsible to pay compensation for Injury to any contract labour or workmen under the provision of Employees State Insurance Act and Workmen compensation Act and contractor shall register themselves for ESI Raigad district.

The contractor shall indemnify JNPA in the event of Port being held liable to pay compensation for injury to any contractor workmen under ESI Act 1948 or Indian workmen's compensation Act 1923 as amended from time to time.

Contractor shall submit details of all employees covered under ESI act 1948 or Workmen compensation Act 1923 before commencement of contract.

The contractor shall ensure that all the employees under this contract are covered under the statutory provisions stipulated under ESI Act 1948 or Workmen compensation act 1923. Contractor shall registered themselves for ESI for Raigad area.

3.24 THIRD PARTY INSURANCE:

The contractor (without limiting his obligation and responsibilities) shall insure against any damage or loss or injury which may occur to any property or to any person (Including property and Employees of the Employer) by or arising out of the execution of the works to temporary works in the carrying out of the contract. Such insurance shall be affected with an Indian Insurance Company

"PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA."

and in terms approved by the Employer (which approved shall be unreasonably withheld). The Contractor shall, whenever required, produce to the Engineer-in-Charge the policy or policies of insurance and the receipts for the payment of the current premiums. The contractor shall take a Third Party Insurance for a minimum amount of **Rs.5.00 Lakhs** to any one incident with a provision for reinstatement to the same value after every incident.

3.25 JNPA'S right to annul the bidding process:

- a. Notwithstanding anything contained in this tender document, JNPA reserves the right to annul the bidding process at any time without any liability or any obligation for such annulment, without assigning any reason.
- b. JNPA reserves the right to invite revised Technical Tenders and / or revised Financial Tenders from Bidders with or without amendment of the tender document at any stage, without liability or any obligation for such invitation and without assigning any reason.
- c. JNPA reserves the right to reject any Tender if at any time, a material misrepresentation is made or uncovered OR the Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the tender.

3.26 Contractor's Responsibility

The entire work shall be taken up on turnkey basis and the contractor shall arrange consumables, tool & tackles, labours etc. required for execution of the work by themselves at their own cost. The contractor shall make his own arrangements for transporting men and material. Contractor shall remove all the material from the space provided and empty the space within two days' time from the date of completion of entire work failing which the same may be confiscated by the Port.

3.27 MEDICAL & INSURANCE:

3.27.1 It will be the responsibility of the contractor to arrange for medical treatment of contract Engineers and workers, liaise with the insurance company office in case of Medicalim policy and to settle down all the claims of contract workers working under the contract. No additional cost will be paid by JNPA on this account.

3.27.2 The copy of ESIS Compensation Policy, Third party insurance and Workmen Compensation Policy, Mediclaim policy shall be submitted to JNPA within one week from the date of award/Engagement of staff under this contract.

3.28 OPERATION:

The contractor will report to Customs Authority at site and also liaison with representative of M/s. Smiths Detection Systems Pvt. Ltd. and JNPA for execution of work.

"PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA."

3.29 INSPECTION:

JNPA shall have full liberty from time to time and at all times to inspect, examine and test the operation for the purpose to which they are applied or intended to be applied in accordance with the description mentioned in the scope of work.

3.30 RECORDS:

The contractor shall keep and maintain day to day records, Job execution reports, attendance of staff, logbooks and all record required as per ISO-9001:2008/ISMS/OHSAS etc. as required under this contract and as instructed by Engineer-in-Charge.

3.32 MODE OF PAYMENT & PENALTY:

i) Monthly payment shall be made at actuals through RTGS/NEFT to the contractor within 30 days after submission of monthly Bill alongwith all requisite documents as specified in the tender, Performance guarantee, documents listed at Annex-III of tender. Contractor shall mention the JNPA GST no. in their Invoice. The bill shall be submitted in triplicate

ii) Penalty:

a. Penalty towards non-compliance of Safety:

During inspection of work, if the contractor and their employees are found not following safety norms (Non-wearing PPEs, Uniforms), a penalty @ Rs.500/- per instance will be deducted from the contractor's bill. GST at prevailing rate will also be levied on Penalty amount. Record of such observations will be made duly signed by both the contractor and the employer.

b. Penalty for shortage of manpower:

Amount of penalty for shortage of manpower shall be deducted from the monthly payment of contractor on prorata basis. It shall be a calculated on prorata basis as follows.

For e.g. Monthly wages of the contract staff (Respective category) (As per contract conditions or at actual whichever is higher) per month =A

No. of days per month=B

Penalty towards absenteeism per person per day=((A)/(B)) X 1.20.

c. The successful contractor has to provide suitable replacement in place of any employee who is absent / on leave/ left the present job etc. for a period of more than three days otherwise a penalty of Rs. 2000/- per day per respective category of employee will be deducted in addition to penalty for absenteeism.

“PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA.”

- d. The successful contractor shall pay the fair wages to its staff and pay the monthly salary on or before 7th day of each month otherwise a penalty of Rs. 1000/- per day will be levied for delayed days.

3.33 Price Variation/Escalation:

The rates/amount quoted by the contractor shall remain valid during the contract period. No escalation except in the wages of manpower (As per contract conditions) will be considered during the contract period on whatsoever account except for the taxes & duties which will be paid at the prevailing rates at the time of execution of work.

3.34 PAYMENT OF TAXES:

The contractor shall pay all taxes, levy, duty which he may be liable to pay to State & Central Government of India or other authorities under any law for the time being in force in respect of or in accordance with the execution of work. The contractor shall further be liable to pay such increase in the taxes, levy, duty etc., under the existing law or which may be leviable as a result of introduction of any law. Increase in taxes, levy duty etc., or imposition of new taxes, levy duty etc., shall not be ground or an excuse for not completing the work within stipulated time nor a ground or an excuse for extension of time for completing the work. If there are any changes upward/downward in the rates of taxes and Duties quoted in the bid during the currency of contract, then the Port Authority shall reimburse/recover the Taxes and Duties including Excise duty at the revised rates, subject to the contractor producing the necessary documentary evidence for the payment to the Tax authorities to the satisfaction of the Port Authority for reimbursement. Any new Tax levied by the Government after the award of the contract, which Port Authority is liable to pay as per law alone shall be reimbursed subject to the submission of documentary evidences for payment of the same to the Tax authorities. Any new tax or variation in taxes & Duties shall be applicable only during the scheduled completion period and will not be allowed during the extended delivery/completion period. The payment of GST will be made as per applicable rates.

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 Port under any circumstances.

In the event, the contractor not indicating the rates of taxes and Duties in the Price schedule separately in the bid if asked for, the Port shall not pay any revision in the rates of Taxes & Duties under any circumstances.

3.35 TAX DEDUCTION AT SOURCE:

Deduction of income tax & any other tax/es shall be made from any amount payable to the contractor as per the relevant provision of the Income Tax Act & any other tax applicable in accordance the prevailing Government Rules.

“PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA.”

3.36 Rates and Amounts Include All Charges:

The rates and amounts submitted by the tenderer shall be gross rates and amount and must include all payments on account of taxes, levies, duties, royalties etc., payable to the State of Maharashtra or Government of India or any other authority or Body Corporate and all other incidental charges that the tenderer may have to bear for the execution of the works

3.36 NO INTEREST ON ACCOUNT OF DELAYED PAYMENTS:

No interest will be payable nor any claim for interest will be entertained by the Employer with respect to any money or balance which may be in their hands owing to any disputes between themselves and the contractor or with respect to any normal delays on the part of the Employer in making payment.

3.37 ENGINEER-IN-CHARGE DECISION FINAL:

The whole of the work done under this contract shall be carried out under the direction of the Engineer-in-Charge. Upon all questions relating to the contract, Specification, Schedules of Quantities and rates and methods of carrying out the works shall be final and disputes arising in connection with this contract or the carrying out thereof including any questions as to the construction and meaning of this contract or of any clause therein shall also be final and binding upon the contractor. Whether such decision shall have been given by way of certificate or otherwise and whether it shall have been given during the progress of the work or after completion of the same.

3.38 STRIKE/LOCK OUT BY THE CONTRACTOR'S EMPLOYEES:

- 3.38.1 Non-availability of labour or strike by the contractor's employees or lock out shall not be a ground or any excuse for not executing the works of this contract.
- 3.38.2 All staff employed by the contractor shall be the contractor's employees for all intents and purposes.
- 3.38.3 The Engineer-in-Charge can instruct the contractor if some employee of the contractors required to be removed from area of this contract due to Administration reasons.
- 3.38.4 The contractor shall ensure that the person or persons appointed or to be appointed in the JNPA premises do not suffer from any legal disqualification for service by reason of age or any law or status in force from time to time or any reasons whatsoever.
- 3.38.5 The contractor shall be responsible for the proper conduct of his employees for the execution of works. In case it is observed that any of his employees is dis-respectful or indulges in bad behavior or commits theft or tampers any of the property of the Port, the contractor shall remove the employee concerned and also make good the loss suffered to the port forthwith on receipt of complaint. The contractor will also be responsible for any loss suffered by the management consequent on the conduct of their duties related to their work.

3.39 WORKING DAYS AND WORKING HOURS:

The working days for this contract will be all days throughout the year. The working hours for day-to-day operations & maintenance will be as follows:

“PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA.”

- i) First Shift 0700 hrs. to 1530 hrs.
- ii) Second Shift 1500 hrs. to 2330 hrs.
- iii) Third Shift 2300 hrs. to 0730 hrs.

The above reporting times will be subject to change as and when notified by the port management as per the work convenience.

3.40 **PROVISION OF SAFETY GEARS:**

Contractor shall at his own cost provide safety gears i.e. Helmet, Industrial safety shoes, Rainy wear (Shoes and Coat), fluorescent vest, uniforms to their employees. The sample of each safety gear shall be approved by the Engineer-in-charge. The details of provision of safety gears are as given below:

- i) **Industrial Safety Shoes:** Colour: Black, IS 15298, Make: Liberty-Warrior/Allen Cooper. One pair of shoes shall be provided every year for each worker and it shall be replaced if worn out/torn/damaged during the currency of contract.
- ii) **Set of Rainy Wears:** It includes rainy shoes & rain coat. A set of one rain coat (2-piece with cap) & one pair of rainy shoes shall be provided for each worker at time of commencement of work. If the contract is extended for the third year, a set of one rain coat (2-piece with cap) & one pair of rainy shoes shall be provided for each worker by the contractor.

Rain Coat: Jacket with Hood & legging, 100% nylon fabric with PU backing, overall reflective tape, Colour-Red/orange, Make- Top-in-Town/ Duckback, Dove/Duster

Rainy shoe: Colour-Black, Make – Duckback/Action/Coaster.

- iii) **Uniform Dress:** Made out of cloth of Grasim, Vimal or other reputed make. Uniform/Dress (pant & shirt) shall be provided for each worker. Different colour codes shall be maintained for each category. A set of two uniform (2-shirt and 02 pants) shall be provided for each contractor employee at the time of commencement of work. A set of one uniform (01-shirt and 01 pants) shall be provided for each worker by the contractor after one year of contract and it shall be replaced if worn out/torn/damaged during the currency of contract.
- iv) **Fluorescent Vest:** Two Nos. shall be provided for each staff at the time of commencement of work and Two Nos. after one year of contract shall be replaced if worn out/torn/damaged during the currency of contract and it shall be replaced if worn out/torn/damaged during the currency of contract
- v) **Industrial Safety Helmet:** Ratchet Type, IS 2925-1984, Reflective tape at front & back, Colour: Red/Orange -- 01 No. helmet shall be provided for each employee at time of commencement of work and shall be replaced if worn out/torn/damaged during the currency of contract.

Sr. No.	Description of Safety Gears	Unit	FIRST YEAR	SECOND YEAR
			Quantity (Nos.)	Quantity (Nos.)
1	Supply of Industrial Safety Shoes Make: Liberty-Warrior/Allen Cooper (35 Nos. per year)	Nos.	35.00	35.00

“PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA.”

2	Supply of Rainy Shoe Make: Duckback/Action/Coaster(35 Nos. for 2 years)	Nos.	35.00	0.00
3	Rain Coat set (2-piece with cap) Make: Top-in-Town/Duckback (35 Nos. for 2 years)	Nos.	35.00	0.00
4	Uniform/Dress (pant & shirt) (3 SETS - 2 sets for First year & 1 set for Second year)	Set (02 shirts + 02 pants)	70.00	35.00
5	Safety Jacket (with Reflective Tape): Colour: Orange	Nos.	70.00	70.00
6	Industrial Safety Helmet Ratchet Type	Nos.	35.00	00.00

3.42 OFFICE CUM - STORE SPACE:

Employer will make available to the contractor office-cum-store space either in the form of room/rooms free of cost as per availability.

3.41 ACCOMMODATION:

The accommodation to some of the contractor's employees may be provided if available in JNPA Township. The Employer will levy charges for rent, electricity, water etc. as decided from time to time.

3.44 ISPS COMPLIANCE

The tenderer may note that JNP is an ISPS complied port. The successful tenderer has to comply with all the requirements of ISPS, as far as his scope of work in JNP is concerned.

3.45 Protection of Environment:

The contractor, during execution of work, shall take all precautions to prevent spillages/leakages, fire etc. and protect environment from pollution. The contractor shall use proper trays to prevent contamination of land/water due to spillage/leakage of oil, wherever applicable. They shall clean the work area time to time and shall not leave any material at the work spot after completion of work. The waste generated out of the work shall be disposed off as per prevailing Laws/Rules/Regulations.

3.46 Force Majeure:

Force Majeure Event shall mean any events or circumstance or a combination of events and circumstances set out hereunder, which materially and adversely affect the Contractor or the Employer claiming Force Majeure ("Affected Party") from performing its obligations in whole or in part under this Contract and which is/are beyond the reasonable control of the Affected Party and which the Affected Party could not have prevented by the exercise of reasonable skill and care and which (or the consequence of which) materially and adversely affects the performance by the Affected Party, of its obligations under this Contract in whole or in part:

"PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA."

- a) acts of God or events, such as storm, cyclone, hurricane, flood, landslide, volcanic eruption or fire (to the extent originating from a source external to the Project) affecting the construction or operation of the Project/Project Facilities and Services.
- b) war, hostilities (whether war be declared or not), invasion, act of foreign enemies.
- c) rebellion, revolution, insurrection, or military or usurped power, or civil war.
- d) epidemic, famine.
- e) ionizing radiation, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- f) pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds.
- g) riot, commotion or disorder, unless solely restricted to employees of the Contractor or of his Subcontractors and arising from the conduct of the Works.
- h) loss or damage due to the use or occupation by the Employer of any Section or part of the Permanent Works, except as may be provided for in the Contract.
- i) loss or damage to the extent that it is due to the design of the Works, other than any part of the design provided by the Contractor or for which the Contractor is responsible.

3.47 Protection of Environment:

The contractor, during execution of work, shall take all precautions to prevent spillages/leakages, fire etc. and protect environment from pollution. The contractor shall use proper trays to prevent contamination of land/water due to spillage/leakage of oil, wherever applicable. They shall clean the work area time to time and shall not leave any material at the work spot after completion of work. The waste generated out of the work shall be disposed of as per prevailing Laws/Rules/Regulations.

3.48 Officer-in-charge and his Representative

Engineer-In-charge: The Chief General Manager/Deputy General Manager will nominate any officer who shall carry out such duties in issuing decisions, certificates and orders as are specified in the contract.

Officer-In-charge may from time to time in writing delegate to his representative any of the powers, discretion, function and/or authorities vested in him and he may at any time revoke any such delegation. Any written decision, instruction or approval given by the Engineer-In-Charge to the Contractor in accordance with such delegation shall bind the Contractor provided that if the Contractor is dissatisfied by reason of any decision of the Officer In Charge, he shall be entitled to refer the matter to the officer above the rank of Officer-In-Charge who will thereupon confirm, reverse or vary such decision.

3.49 CORRESPONDENCE:

All the correspondence should be addressed to:

The Chief General Manager (Traffic),
Administration Building,
JAWAHARLAL NEHRU PORT AUTHORITY,
Sheva, Navi Mumbai - 400 707.

“PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA.”

Phone No. 2724 4198/4183/4673/4182

Website: www.jnport.gov.in

E-mails: cmt@jnport.gov.in;

skulkarni@jnport.gov.in;

rdras@jnport.gov.in;

abhaykhare@jnport.gov.in

“PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA.”

SECTION- 4

Safety Guidelines and Provisions while working in JNPA.

4.1 Safety measures :

The Party shall be liable for payment of all claims of damages, compensation or expenses payable as a result of any accident or injury or death sustained by assignment employed or used by him in the execution of this contract. The expenses if any, incurred by the Employer on the above will be recovered from the Party from any amount that may be due from the Employer to the Party. If any accident or injury or death is sustained by any assignment, the Party should immediately take necessary action for providing medical aid at his own cost and inform the Employer and the Police at Nhava Sheva Police Station about the accident in writing giving full particulars of accident and the details of the assignment involved including their name, age and company.

The contractor must abide with all the provisions of safety as per following statutory provisions but not limited to (as applicable to this contract)

- A) The Dock Workers (Safety, Health & Welfare) Act, 1986 and Regulations framed there under
- B) Factories Act, 1948 and Maharashtra Factories Rules, 1963
- C) The Electricity Act 2003 and Rules framed there under
- D) The Petroleum Act, 1934 and rules framed there under
- E) The Gas Cylinder Rules 2016
- F) The Motor Vehicles Act, 1988 and Rules framed there under
- G) The Batteries (Management & Handling Rules) 2001
- H) Applicable Waste Management Rules
- I) The Workman Compensation Act 1923
- J) The Public Liability Insurance Act, and Rules 1991
- K) The Employees Insurance Act 1948
- L) The Bombay Lift Rules 1958

4.2 In addition, prior to beginning work at the Port, the contractor must sign the Safety Declaration to this tender.

4.3 The contractor shall obey and meet all the applicable statutory requirements and follow the safety guidelines of the Port to ensure safety of men and equipment, during execution of this contract.

4.4 Contractor shall provide all safety gears and appropriate IS marked Personal Protective Equipment (PPEs) like Safety Helmet, Gloves, Safety Shoes, Uniform, Fluorescent Jacket/Vest, and Safety Screen for welding etc. at his own expenses for all labours engaged by him during the work at JNPA.

4.5 All the lifting equipment, machines and vehicles, used by the contractor must be tested and examined.

“PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA.”

- 4.6 The contractor shall take all precautions to prevent human injury or ill health or combination of these, in the process of execution of work.
- 4.7 The contractor shall obtain work permit from the engineer in charge before commencement of work and shall follow the work instructions during execution of the work.
- 4.8 The contractor shall obtain hot permit from the officer in-charge of the work or area in-charge of the Port before commencing hot works and shall arrange appropriate IS marked fire extinguishers at the work spot.
- 4.9 Driving a vehicle and/or operating a device, whether an appropriate license holder, as required by law must carry out the contractors or the Ports. Two wheelers are not allowed in JNPA operational area.
- 4.10 The contractor shall observe all safety norms while using electricity. Log out/Tag Out shall be ensured while working on electrical equipment. Disconnection of electrical power must be ensured before handling any operation system.
- 4.11 The Contractor shall be solely responsible for any damages to the equipment due to negligence of its staff or defective tools & tackle. The contractor at its own cost shall repair any damage to the equipment. All defective tools and tackles shall be replaced with new one time to time.
- 4.12 No usage should be made of any of the port's equipment without prior authorization from the port in-charge.
- 4.13 Minors under the age of 18 yrs old shall not be employed.
- 4.14 In case of usage of hazardous/toxic/explosive materials is required, it should be approved in advance by the Safety Section.
- 4.15 In case damage is caused to any of the port's equipment or devices, it should be reported to the in-charge.
- 4.16 Loitering at the port is prohibited, unless it is work related. Entry permit to the port must be carried at all times together with an ID.
- 4.17 The working area must be kept clean at all the times and all the tools and materials must be collected upon the completion of the work.
- 4.18 No vehicle, tools or any other item should be left on the rails track or on crane path or on the cranes.

"PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA."

Welding & Hot work

- 4.19 No welding shall be conducted at the shores areas of the port without prior approval of the safety section.
- 4.20 No welding shall be conducted unless there are appropriate and adequate fire extinguishers and/or water hoses properly connected to the fire faucets at the welding area.
- 4.21 Proper grounding arrangements have to be ensured.
- 4.22 Upon completion of the welding works, the prevention of flammability renewal must be ensured.
- 4.23 NO LPG cylinder must be used for hot work purpose. However, Bharat metal cutting Gas may be used.
- 4.24 Work at heights – Work at a height that exceeds 3 meters from a lower level to which the worker might fall during his work, from the level he is located.
- 4.25 No works should be conducted at heights, unless the worker has been trained properly under the work safety regulations and the workers shall holds a valid permit for working at heights.
- 4.26 Personal safety equipment and any other equipment for working at heights must be intact and properly checked according to the manufacturer’s instructions, as stated in safety regulations.
- 4.27 During working at height- the worker must be harnessed by a safety harness properly fixed.
- 4.28 Safety training to be taken by the contractor from Safety Section / user section prior to beginning of the work.
- 4.29 The contractor shall ensure that all workers engaged by him undergo medical examination as per applicable statutory provision.

Training frequency

- 4.30 A contractor employee shall be trained at least 4 man hours twice a year.
- 4.31 A contractor for occasional works at the port – will be trained at least 4 man hours before commencing of the work/contract.
- 4.32 Appropriate insure policy shall be taken by the contractors for all equipment and workers engaged by him.
- 4.33 The instructions of the site in-charge or his representative must be obeyed.

“PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA.”

- 4.34 In case, during the contractor's work there is a hazardous event or a fatal accident, it should be reported over telephone followed in writing in prescribed format, without delay, Engineer in charge and Inspectorate Dock Safety with copy to Safety Section, JNPA.

General Safety Precautions

- 4.35 Drugs and alcohol are not permitted in the Port.
- 4.36 Smoking is not permitted in the Port.
- 4.37 No littering in the Port.
- 4.38 The use of mobile phone is not permitted while operating a vehicle.
- 4.39 The precautions mentioned above are inductive only and all due precautions required for safe working shall be observed.

Emergency Phone numbers;

- FIRST AID POST NO.1(WITH AMBULANCE SERVICE) AT FIRE STATION
27245000 / 27245100 / 67815000 / 67815100
- FIRST AID POST NO.4 CT SUB STORE
27245032 / 67815032
- MEDICAL SERVICE JNPA HOPITAL
27473565 / 27473538 / 27473568 / 67813568 / 24743560 / 67813560
- CISF CONTROL ROOM:
27244545 / 67814545 / 27242354 (Direct)
- POC CONTROL ROOM
27242367 / 27245178 / 27245151 / 67815178 / 67815151
- MASTER UNIT SUB STATION (MUSS)
27244691 / 67814691 / 27869496

SAFETY SECTION (BETWEEN 1000 TO 1700 HRS.)
27245205 / 27245184 / 67815205 / 67815184

“PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA.”

SECTION-5: SCOPE OF WORK

5.1 : DESCRIPTION OF SCANNER SYSTEM IN PORT AREA :

5.1.1 Background:

Jawaharlal Nehru Port (JNP), located adjacent to Mumbai harbor is one of the twelve Major Ports of India. JNP has five Container Terminals, two Liquid Cargo Terminals, shallow water berth and a coastal cargo berth. JN Port enjoys the prime position among all the container ports of the country. Its share in the container traffic of all the Major Ports is about 52%. It has the highest frequency of services to major shipping destinations.

Work order was placed on M/s. Smiths Detection (Asia Pacific) Pte. Ltd.; Singapore. for Procurement, Installation, Supply, Testing & Commissioning of 03 nos. Mobile X-Ray Container Scanning Systems with two-year on-site warranty and eight years Comprehensive Annual Maintenance Contract ("AMC") with spares and consumables by JNPA.

These Three Nos. of Mobile X-Ray Container Scanners (MXCS) have been transferred to Commissioner of Customs, Nhava Sheva-III, Jawahar Customs as an operator vide tripartite agreement dated 18/08/2022 and Supplementary Agreement No.1 dated 22nd August 2024. The Comprehensive Annual Maintenance Contract (CAMC) is signed between JNPA, Customs, M/s. Smiths Detection (Asia Pacific) Pte Ltd; Singapore and M/s. Smiths Detection Systems Pvt. Ltd. New Delhi for the period from 01/07/2023 to 30/06/2031.

It is observed since commencement of the operation of scanning machine that so far there have been 27Nos of incidents of accidents. It is apprehended that the lack of trained manpower is one of the reasons for these accidents. It is now decided to deploy manpower (Marshall & Operator) for operating scanning machine. The requisite manpower (Marshall & Operator) deployment will have to be arranged by the contractor. The deployed manpower will perform the scanning operation.

These Mobile X-ray Container Scanner Machines (MXCS) have been installed inside JNPA Port area. One is near APM Terminal yard operation, other two are installed near NSICT and NSFT Terminal yard operation area. Total 37,952, 41,036 and 47,844 Containers have been scanned by these three MXCS during financial year 2022-23, 2023-34 and 2024-25 respectively.

5.1.2 OBJECTIVES OF THE CONTRACT:

In order to operate Mobile X-Ray Container Scanners the Port would like to enter into “**Annual Operation contract**” with eligible agency. The basic objectives of outsourcing the maintenance activity is as under:

1. Efficient utilization of assets and seeking for lowest life cycle cost.

“PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA.”

2. Continuous condition monitoring
3. Reduction in occurrences of breakdowns
4. Reduction in duration of breakdowns
5. Overall cost reduction
6. Zero Accidents.

In order to attain the objectives, the successful contractor will have to arrange the services of the team of Operators/Marshalls at JNPA site as per tender specifications. The staff should be sufficiently experienced & knowledgeable to take up such kind of job. It would also be necessary to impart them various type trainings from professional institutes, while on the job, to improve upon their performance and to take up additional challenges as per the need of time. The work has to be carried out as per the best engineering practices and as per the OEM's instruction manuals.

5.1.3 Brief Details of the Scanner Machines: The details are mentioned in the technical catalogue of the machine attached at Annex-IV

5.1.4 The Key Performance Paramours (KPI) envisaged under the subject work will be but not limited to the following;

KEY PERFORMANCE INDICATORS:

- (I) To operate the Scanner from the Scanner Operator cabin.
- (II) Operate the scanner as per defined operation procedure and adhere to the routine.
- (III) Follow AERB guidelines for operations of scanner.
- (IV) Alert truck drivers before the start of each scan.
- (V) Ensuring zero accident.
- (VI) Take the responsibility of keeping the key for operating the scanner within his/her possession or hand over to the supervisor / next shift operator only as per shift change defined protocols.

5.2 SCOPE OF WORK:

- The Successful Bidder shall start the deployment of man-power at all 03 MXCS machines immediately from the date of commencement of contract. During initial 15 days of the contract training will be provided to scanner operator and to marshals for traffic management by M/s. Smiths Detection Systems Pvt. Ltd. Accordingly, a training certificate should be submitted.
- The operator has to maintain all the structures, infrastructures in good condition.

“PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA.”

- Proper Planning of Deployment of manpower 24*7 to operate all 03 MXCS machines in the Scanning Yard without any accident.
- Compliance with Security and safety.
- Ensure Safety and Security within the Scanning Yard Area.

5.3 Deployment of Personnel:

A) Duration of the contract will be for two years plus one year at the discretion of JNPA with same terms and conditions.

B) Indicative minimum number and details of Operators/ shifts:

a.	Marshal for traffic management	:	23 persons
b.	Scanner Operator	:	12 persons

- C) Deployment of persons (as per minimum staff requirement given above) is to be ensured by the service provider keeping in view of the 365 days operation of MXCS. One No. scanner operator and Two Nos. of marshals are considered as leave reserve. These three persons will report to Manager (Traffic-C&C), JNPA in general shift. One No. scanner operator during three days general shift will also report to Manager (Traffic-C&C), JNPA.
- D) The service provider should provide manpower as indicated above and a copy of the duty roster is to be submitted to the Superintendent Customs (MXCS) from time to time for reference with copy to Manager (Traffic-C&C). Failure to provide manpower may result in penalization of service provider as assessed by the department.
- E) All the personnel should be qualified, trained and experienced.
- F) Duration of the contract will be for two years. The contract period may be extended for additional 01 year with same terms and conditions at the discretion of JNPA.
- G) Normal working hours would be 8 Hours in each shift, which may be flexible by nature. The facility would be working on all days of the year, including Saturdays, Sundays, and Public Holidays.
- H) All operating personnel should have mobile connectivity available 24/7.
- I) The Vendor should have a 24*7 telephone service, and such a number should be mentioned in bid document.
- J) Besides regular working hours, as and when calls were made, operators should be made available.

5.4 Nature of work of Operator of MXCS:

The vendor shall provide a qualified operator for the work and will be responsible for the following:

“PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA.”

- a) Evaluation and enhancement of the quality of manpower.
- b) Regular Training of deployed manpower.

I. Qualification & Skills required:

The service provider should ensure that the manpower provided for operations should have the following skills and educational qualifications (not exhaustive):

i. Scanner operator (Highly Skilled):

- a) **Skills:** Requires an understanding of the operation of the machine, including various sensors involved. The operator should have basic knowledge of mechanical and electrical equipment operation. He should be able to communicate using wireless equipment with the staff outside, like a marshal, check-in/ out operator, etc. The machine operator should be able to troubleshoot any first-level problems regarding the machine. He should be primarily responsible for the maintenance of the mobile scanner, including daily checkpoints provided by OEM, like checking equipment and interlocks working, power cable conditions, air pressure in tyres, etc.
- b) **Educational Qualification:** ITI (Electrical/Mechanical/Electronics) holder with 5 years experience/Diploma in Electrical/Mechanical/ Electronics engineering or equivalent or higher; knowledge of computers/electronics/ mechanical is desirable with sufficient experience.

5.5 Marshal (semi skilled):

- a) **Skills:** should be able to communicate with the check in/ out operator and machine operator using wireless equipment. He should understand the operational protocol of scanning and intimate the concerned regarding any deviation.
- b) **Educational Qualification:** SSC and above.

Job Responsibilities:

A. Marshal (semi-skilled)

- Carry out the duties as per the instructions of the department.
- Administer the site as per operational requirements or pre-defined procedure. Guide or instruct the driver on site guidelines as per defined protocols.
- Escort driver during operations and ensure site instructions as per site requirements.

“PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA.”

- Check the vehicle for the presence of humans inside, so that they can be escorted out of the exclusion zone before the start of the Scanning process.
- Always be alert to operations and be vigilant of escorted people.
- Report to the Customs department and the scanning operator before and after the shift.
- Keep the equipment/ machinery in good working condition.
- Report any near misses or incidents. Keep trailer truck drivers in control at the site and restrict unauthorized people in the scanning zone.
- Maintain a log of external visitor to the site and provide necessary instructions during their presence at the site.
- Allow the truck through the height-limiter. If the height is within the limit, the truck is then guided on to Weigh-bridge platform. Otherwise, inform Customs and guide the vehicle as per the instructions received.
- Guide the driver to park a truck on the Weigh-bridge platform and check the weight MT.
- Guide the truck to enter inside scanning zone and stop on the marked location on floor.
- Ensure that the Truck's engine is put to OFF and hand brake is applied.
- Marshall and the driver then exit the scanning area (exclusion zone) and give confirmation.
- Once the scanning is completed, Marshal and Driver enter the scanning area (exclusion area) and guide the Driver to take Truck out from the scanning area.

B. Scanner Operator (Highly Skilled)

- To operate the Scanner from the Scanner Operator cabin.
- To do basic maintenance and ensure a checkpoint before starting the operation.
- Maintain the sanity check in exclusion zone.
- Communicate with marshal on ground for scanning process.
- Alert Maintenance engineer at site in case of any malfunction or equipment alarm which needs technical assistance of maintenance team.
- Operate the scanner as per defined operation procedure and adhere to the routine.
- Follow AERB guidelines for operations of scanner.
- Keep the people aware of radiological safety for ground staff and people around the scanning zone.
- Keep or make the staff aware of the various radiation safety measures to be in place.
- Keep the scanner in good operating health and provide the reports at the end of each operating shift.
- Keep a log of near misses and a record of any incident at sites.
- Alert truck drivers before the start of each scan.

“PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA.”

- Take the responsibility of keeping the key for operating the scanner within his/her possession or hand over to the supervisor / next shift operator only as per shift change defined protocols.
- X-ray Scan option pop-ups on the main software screen inside Control room. Re-ensures no presence inside the scanning area through the CCTV and give warning message through the public address system (auto/ manual). Check all safe conditions for scanning operation are met.
- System gives warning by activating audio alarm and by red light blinking in the warning signal lights located on the scanner. X-ray scanning starts and the scanner moves towards container to be scanned.
- The entire responsibility of supervising the operation will lie with the operator.

5.6 Training of manpower:

The Contractor shall submit the names of the personnel and details thereof in required format to the Department and the training of said personnel to operate the Scanner shall be nominated by the Department and the same shall be imparted by M/s Smiths Detection Systems Pte Ltd, the Original Equipment Manufacturer of the MXCS Scanner. Training shall be conducted in regular intervals of 6 months.

5.7 Confidentiality:

The Service provider's personnel shall not divulge or disclose to any persons, any details of office, operational process, technical know-how, security arrangements and administrative and/or organizational matters as all are of confidential/secret nature. In case the Department comes to know about any such act done by the Contractor's Personnel, the office reserves the right to cancel the contract and in that case the performance guarantee will be liable to be forfeited.

5.8 Damage:

Care should be taken while operating the machine, so that no damage occurs to the MXCS. In case of any damage to the system by the service provider, cost of repairs if any, will be recoverable from the service provider. Service provider shall bear the responsibility for the same and will be penalized as assessed by the department.

5.9 Manpower Deployment and Experience:

The manpower shall be available in all the three shifts on a round the clock basis and in General shift. In case of absenteeism/Leave of any of the employees, the contractor has to maintain required manpower at no extra cost to Employer. It is also necessary to keep spare trained manpower in case of absenteeism of any regular employee for more than 2-3 days and avoid double shift working of regular staff. Employer will provide gate pass

"PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA."

for required list of employees.

- Please note that the upper age limit for all the deployed staff under this contract is 58 yrs which shall be followed strictly.
- Tenderer has to submit the list of all employees, their aadhar card copy and the details of the training imparted to them. Also list of authorized persons of contractor is to be displayed in all Scanners.
- It is expected that the successful contractor retain all the Operations staff throughout the tenancy of this contract. Except as the Employer may otherwise agree, no changes shall be made in the deployed staff. If, for any reason beyond the reasonable control of the Contractor, it becomes necessary to replace any of the Personnel, it has to be done with the express consent of the Engineer-in-charge and the replacement should be of equivalent or higher technical competency.
- The contractor shall at his own cost shall provide all facilities such as transport to the key personnel employed for this assignment.
- If the Employer finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Employer's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Employer.
- All the employees shall be governed by the prevalent rules regarding ESI, provident fund, minimum wages, statutory labour laws etc. as per relevant act & rules. The contractor shall have to provide the necessary documents regarding the above.
- Insurance: The contractor shall comply with all type of Insurances as per labour laws/Acts/Rules/Regulations etc. including but not limited to Workmen compensation policy, Third party (Public liability) insurance @ minimum Rs. 5 lakh for one incidence and reinstatement thereafter, Medclaim policy for staff as applicable etc.

5.10 Salary/Remuneration and other perks/allowances/facilities to be provided to deployed staff during contract period:

- a. Contractor shall be responsible for insurance of its manpower, vehicle deployed at site.
- b. Operators (Highly skilled) & Marshalls (Semi- skilled) Manpower: Not less than prevailing Central Minimum Wages. (Minimum Wages Act to be fully complied with ESIC-Employee States Insurance Corporation).
- c. The contractor shall submit copy of salary slip/Bank account details as a proof of payment to the Manpower deployed.

“PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA.”

- d. Preference to be given to project affected persons (PAPs) meeting with the requisite qualification and experience criteria mentioned in the tender document.
- e. Statutory compliance, particularly, payment of bonus and payment of gratuity, etc. will be exclusive liability of the contractor. JNPA will not be responsible for any act of contravention to this or any other statutory liabilities whatsoever during or after the contract period.
- f. JNPA will not be part of any labour dispute between contractor and his contract worker which needs to be settled by the contractor and his worker at the appropriate forum without causing any loss of productivity to JNPA.

5.11 Manpower Deployment and Experience:

Manpower shall be deployed as per schedule mentioned below :

1. Operator

Sr No	Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun
1	A	W/O	I	I	I	I	I	I
2	B	I	W/O	III	III	III	III	III
3	C	III	III	W/O	II	II	II	II
4	D	II	II	II	W/O	I	I	I
5	E	I	I	I	I	W/O	III	III
6	F	III	III	III	III	III	W/O	II
7	G	II	II	II	II	II	II	W/O
8	H	W/O	I	I	I	I	I	I
9	I	I	W/O	III	III	III	III	III
10	J	III	III	W/O	II	II	II	II
11	K	II	II	II	W/O	G	G	G
12	L	G	G	G	G	G	W/O	G

2. Marshals

Sr No	Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun
1	A	W/O	I	I	I	I	I	I
2	B	I	W/O	III	III	III	III	III
3	C	III	III	W/O	II	II	II	II
4	D	II	II	II	W/O	I	I	I
5	E	I	I	I	I	W/O	III	III
6	F	III	III	III	III	III	W/O	II
7	G	II	II	II	II	II	II	W/O
8	H	W/O	I	I	I	I	I	I
9	I	I	W/O	III	III	III	III	III

“PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA.”

10	J	III	III	W/O	II	II	II	II
11	K	II	II	II	W/O	I	I	I
12	L	I	I	I	I	W/O	III	III
13	M	III	III	III	III	III	W/O	II
14	N	II	II	II	II	II	II	W/O
15	O	W/O	I	I	I	I	I	I
16	P	I	W/O	III	III	III	III	III
17	Q	III	III	W/O	II	II	II	II
18	R	II	II	II	W/O	I	I	I
19	S	I	I	I	I	W/O	III	III
20	T	III	III	III	III	III	W/O	II
21	U	II	II	II	II	II	II	W/O
22	W	G	G	G	G	G	W/O	G
23	X	G	G	G	G	G	G	W/O

5.12 Please note that the above specified manpower is Minimum assured Manpower required for 03 nos Mobile X-Ray Container Scanners (MXCS) for 24*7.

5.13 One No. scanner operator and Two Nos. of marshals are considered as leave reserve. These three persons will report to Manager (Traffic-C&C), JNPA in general shift. One No. scanner operator during three days general shift will also report to Manager (Traffic-C&C), JNPA.

5.14 The duty Hours during general shift will be 10:00Hrs. to 17:45Hrs.

5.15 Addition/Deletion of manpower: The JNPA reserves the right to add or delete the above mentioned manpower as per site requirement.

.....

“PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA.”

SECTION: 6 - FORMS

FORMS INDEX

FORM-I	:	LETTER OF APPLICATION (to be submitted on tenderer's firm's letterhead)
FORM-II	:	GENERAL INFORMATION OF THE TENDRER'S FIRM (Company details for quick reference)
FORM-III	:	FINANCIAL DATA (to check qualifying requirements for financial status)
FORM-IV	:	CURRENT COMMITMENTS IN HANDS (to understand present status of the company)
FORM-V	:	DETAILS OF WORKS COMPLETED IN PAST (to understand past performance of the company)
FORM-VI	:	EXPERIENCE IN SIMILAR WORKS
FORM-VII	:	DETAILS OF KEY PERSONNEL (to understand the organization setup)
FORM-VIII	:	DETAILS OF TOOLS AND TACKLES (to assess party's capability to execute the order)
FORM-IX	:	PROFORMA OF B.G. FOR PERFORMANCE GUARANTEE
FORM-X	:	FORM OF CONTRACT AGREEMENT
FORM-XI	:	FORM OF NON DISCLOSURE AGREEMENT
FORM-XII	:	PROFORMA OF INTEGRITY PACT
FORM-XIII	:	PROFORMA OF B.G. FOR EMD
FORM-XIV	:	FORM OF TENDER
FORM- XIV	:	NEFT FORM
FORM- XV	:	DECLARATION FOR MSE

"PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA."

FORM- XVI :	FORMAT FOR POWER OF ATTORNEY
FORM-XVII:	CVS OF KEY PERSONNEL
ANNEXURE- I :	CHECK LIST OF DOCUMENTS TO BE SUBMITTED ALONGWITH TENDER
ANNEXURE- II :	DOCUMENTS TO BE SUBMITTED BEFORE COMMENCEMENT OF WORK.
ANNEXURE- III :	DOCUMENTS TO BE SUBMITTED FOR THE PURPOSE OF PAYMENT
ANNEXURE-IV :	TECHNICAL INFORMATION OF MOBILE X-RAY CONTAINER SCANNER (MXCS).

“PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA.”

FORM: I - LETTER OF APPLICATION

To be submitted on tenderer's firm's Letter Head by the Tenderer indicating full postal address, telephone number/s, fax number/s, telex number, e-mail ids, website etc.

To,
The Chief General Manager (Traffic)
Jawaharlal Nehru Port Authority
Administration Building,
Sheva, Navi Mumbai – 400 707.

Sir,

- 1 Being duly authorized and represent and act on behalf of M/s._____ hereinafter called the 'Tenderer' and having fully understood Instructions to Tenderer, General Conditions of Contract, Scope of Work, Drawings & Specifications as given in the Tender Enquiry and after visiting the Site, the undersigned hereby submits the Offer.
- 2 JNPA and its representatives are hereby authorized to conduct any enquiry or investigations to verify the statements, documents & information submitted in connection with this Tender and to seek clarifications from our bankers & Clients regarding any financial, commercial & technical aspects. This letter of application will also serve as authorization to any individual or representatives of any institution referred to in the supporting information, to provide such information deemed necessary and requested by yourself to verify statements and information provided in this Tender, or with regard to the resources, experience, and competence of the Tenderer.
- 3 **JNPA representatives may contact following persons for further information:**

For General & Managerial inquiries	
Name of Contact Person	
Telephone number/s & Fax No.	

For Technical inquiries	
Name of Contact Person	
Telephone number/s & Fax No	

For Financial inquiries

“PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA.”

Name of Contact Person	
Telephone number/s & Fax number/s	

4 This application is made in the full understanding that :

- i. Tenders received from Tenderers will be subject to verification of all submitted information.
- ii. JNPA reserves the right to reject or accept any Tender in full OR in part OR to cancel the tender enquiry and to reject all tenders without assigning any reason/s.
- iii. JNPA will not be liable for any such actions and will be under no obligation to inform the Tenderer of the grounds therefor.
- iv. If our Tender is accepted, we confirm to commence work from the date of issue of 'Letter of Intent' or 'Letter of Acceptance' or 'Work Order' and to complete all works in good conditions within the completion period as stipulated in this Tender.
- v. If our Tender is accepted, we will furnish the Security Deposit cum Performance Guarantee in the form of Bank Guarantee or Demand Draft for the due Performance of the Contract. The amount and format of such Guarantee will be accordance with the subject Tender and Conditions of Contract.
- vi. We have independently considered the amount/rate shown as Liquidated Damages as penalty for delay in completion of works and agree that the same represent a fair estimate of the damages likely to suffer by JNPA in the event of delay in overall completion of the Work.
- vii. We agree to abide by this Tender for the period of 120 days from the date fixed for receiving the same and it shall remain binding upon us and may be extended at any time, if requested by JNPA, before the expiry of the validity period as given in this Tender.
- viii. Certified that Instructions to Tenderer, General Conditions of Contract, Scope of Work, Drawings & Specifications as given in the Tender have been read/ complied/ agreed to and each page of tender offer has been signed and stamped.

5 The undersigned declare that the statements made & the information provided in the duly filled Forms are complete, true & correct in every details.

Signature
Name
For & on behalf of (name of the Tenderer or partnership firm)
Signature

"PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA."

Name

For & on behalf of (name of the partner, if any)

Signature

Name

For & on behalf of (name of the partner, if any)

“PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA.”

FORM: II - GENERAL INFORMATION

All individual firms submitting the tender must complete the information in this form:

1.	Full name of the Firm:	
2.	Head Office address:	
3.	Contact person name at Head office:	
4.	Telephone number/s:	
5.	Fax number/s:	
6.	Branch Office address, if any:	
8.	Contact person name at Branch office:	
9.	Telephone number/s:	
10.	Fax number/s:	
11.	Works address:	
12.	Contact person name at Works:	
13.	Telephone number/s:	
14.	Fax number/s:	

“PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA.”

15.	Place of Registration/ Incorporation:	
16.	Year of Registration/ Incorporation	
17.	Details of Mainlines of Business:	
	i.	Since
	ii.	Since
	iii.	Since
	iv.	Since
	v.	Since

Signature & seal of the Tenderer

“PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA.”

FORM: III - FINANCIAL DATA

Page:1/2 Form-III

Tenderer shall provide financial information as detailed below. Tenderer must fill the information in this format only. If required, the tenderer may use separate sheets to provide complete financial information.

In support of submitted information, copies of Audited 'Balance Sheets' and 'Profit & Loss account' statements for last three (03) years must be attached.

A: Banker's Details:

Name of the Banker In Full	
Address of Banker	Telephone No:
	Fax No:
	Contact Person name:

B: Summaries of actual assets and liabilities for the Last 03 years.

Financial information in	Previous three years		
	1	2	3
1.Total Assets			
2. Current Assets			
3. Total Liabilities			
4. Current Liabilities			
5.Turnover from Contracting			
6. Profit before Taxes			
7. Profit after Taxes			

"PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA."

C: Specify sources of credit lines to meet the cash flow demands till overall completion of the order in below mentioned format

	Sources of credit lines	Amount
1.		
2.		
3.		
4.		
5.		

D: Income Tax, Sales Tax and Service Tax details:

1. Permanent Account Number - Income-Tax (PAN)	
2. Goods and Service Tax Registration Number	

(Kindly enclose copies of supporting documents for above information)

Signature & Seal of the Tenderer

“PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA.”

FORM:IV - CURRENT COMMITMENTS IN HAND

Tenderer should provide necessary information about their current commitments on all contracts that have been awarded, or for which a 'Letter of Intent' is placed or 'Letter of Acceptance' has been received or for contracts approaching towards completion and full completion certificate has yet to be issued. The information in this regard should be submitted in below mentioned format and separate sheets can be used to furnish necessary details.

In support of submitted information, it is very essential to submit copies of orders in hand or copies of 'Letter of Intent' as the case may be.

Sr. No .	Name of the Client	Order number / Reference number & Date	Order value	Date of Completion as per the Order	Estimated date of Completion
1.					
2.					
3.					
4.					

Signature & Seal of the Tenderer

“PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA.”

FORM: V - DETAILS OF WORKS COMPLETED IN PAST

Tenderer should provide necessary information about works completed during last 07 years for which completion certificate or performance certificate is already issued by the Client. The information in this regard should be submitted in below mentioned format and separate sheets can be used to furnish necessary details.

In support of submitted information, it is very essential to submit copies of orders executed in past **alongwith satisfactory completion/performance certificates** issued by Clients.

Sr. No.	Name of the Client	Order number or Reference number & Date	Order value	Date of Completion as per the Order	Actual date of Completion
1.					
2.					
3.					
4.					

Signature & Seal of the Tenderer

“PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA.”

FORM: VI - EXPERIENCE IN SIMILAR WORKS

Reference:-1

The information about experience in similar works should be submitted in below mentioned format and separate sheet/s must be used for each reference. Kindly enclose copies of work order and respective satisfactory performance/completion certificates to demonstrate completion of the corresponding order or orders under consideration for fulfilling Minimum Qualifying Requirement.

1.	Client's Name:	
2.	Contract / Order number And Date	
3.	Name of the Contract:	
4.	Client's Address in full:	
5.	Name of Client's Contact person:	
6.	Client's Telephone Number/s	
7.	Client's fax number	
8.	Contract / Order value	
9.	Completion period as per Contract / Order	
10.	Date of Actual completion Of Contract / Order	
11.	Brief details of Contract/Order	

Signature & Seal of the Tenderer

"PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA."

FORM: VI - EXPERIENCE IN SIMILAR WORKS

Reference:-2 (if any)

1.	Client's Name:	
2.	Contract / Order number and Date	
	Name of the Contract:	
4.	Client's Address in full:	
5.	Name of Client's Contact person:	
6.	Client's Telephone Number/s	
7.	Client's fax number	
8.	Contract / Order value	
9.	Completion period as per Contract / Order	
10.	Date of Actual completion of Contract / Order	
11.	Brief details of Contract/Order	

Signature & Seal of the Tenderer

"PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA."

FORM: VII - DETAILS OF KEY PERSONNEL

Details of key personnel involved in administration and execution of the subject work till completion, are to be furnished. The information in this regard should be submitted in below mentioned format and separate sheets may be used to furnish necessary details, if required.

No.	Name in full	Designation	Qualification	Experience
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				

Signature & Seal of the Tenderer

“PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA.”

FORM:VIII - PROFORMA OF 'PERFORMANCE GUARANTEE' IN THE FORM OF BANK GUARANTEE'

SPECIAL NOTE: - THE PERFORMANCE GUARANTEE IN THE FORM OF BANK GUARANTEE IN THE FORMAT GIVEN BELOW SHALL BE SUBMITTED WITHIN 21 DAYS FROM THE DATE OF RECEIPT OF WORK ORDER OR L.O.I. AND THE SAME SHOULD BE FROM THE NATIONALISED / REPUTED SCHEDULED BANK.

(On Non-Judicial Stamp paper worth Rs.500/-)

_____ Bank.

(Bank's full address, Phone No., Fax No. and E-mail ID)

To

Board of Jawaharlal Nehru Port Authority
Jawaharlal Nehru Port Authority Administration
Building, Sheva Navi Mumbai-400 707 Maharashtra
India

Guarantee No. _____

Amount of Guarantee _____

Guarantee cover from _____ to _____

Last date for lodgment _____

In consideration of Board of Jawaharlal Nehru Port Authority (hereinafter referred as the "Authority", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s , having its office at

..... (hereinafter referred as the "Tenderer" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority's Agreement no. Dated valued at Rs. (Rupee S

.....), (hereinafter referred to as the "Agreement") for the Project "-----
-----", and the Tenderer having agreed to furnish a Bank Guarantee amounting to Rs. (Rupees) to the Authority for performance of the said Agreement.

"PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA."

1. We,..... (hereinafter referred to as the “Bank”) at the request of the Tenderer do hereby undertake to pay to the Authority an amount not exceeding Rs.....(Rupees) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Tenderer of any of the terms or conditions contained in the said Agreement.
2. We,.....(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said Lessee of any of the terms or conditions contained in the said Agreement or by reason of the Tenderer’s failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. (Rupees).
3. We,..... (indicate the name of Bank) undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Tenderer in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Tenderer shall have no claim against us for making such payment.
4. We, (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Tenderer and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.
5. We, (indicate the name of Bank) further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Tenderer from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Tenderer and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Tenderer or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Tenderer or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

“PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA.”

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Tenderer(s).
7. We,..... (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.
8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. *** (Rupees *****) only. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 2 hereof, on or before [*** (indicate date falling 90 days after the date of this Guarantee)].

For

Name of Bank:

Seal of the Bank:

Dated, the day of, 2025

(Signature, name and designation of the authorised

signatory)NOTES:

- i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.

The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch

“PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA.”

FORM: IX - FORM OF 'CONTRACT AGREEMENT'

This agreement is made on the _____ 20__ between the Board of Trustees of Jawaharlal Nehru Port Authority Sheva, Navi Mumbai - 400 707, Maharashtra State India (hereinafter called "the Employer" which expression shall include the Board of Trustees of Jawaharlal Nehru Port Authority its successors and assigns) on the one Part and M/s (name & address) _____ (hereinafter called "the Contractor" which shall unless excluded by or repugnant to the context be deemed to include their representatives and assigned or successor' in Office) on the other part. WHEREAS the Employer is desirous that the works of " _____ " (description of work) _____ " be executed and has accepted the "Offer" by the Contractor for the execution of the said works now THIS AGREEMENT WITNESS as follows:-

1. In this agreement works & expression shall have the same meanings as are respectively assigned to them in the conditions of 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. Tender documents comprising of Instructions to Tenderer, Appendix to Tender, General Conditions of Contract, Special Conditions of Contract, Scope of Work, List of drawings etc.
 - B. The said "offer" of Rs. _____ (in figure) Rupees _____ (in words).
 - C Acceptance letter No. _____ dated _____ .
 - D. The following correspondence are also part of the Agreement.
 - i) The Tender submitted by M/s. _____.
 - ii) Employer's letter of intent / Work order No. _____ dated _____
 - iii) LETTERS OF CORRESPONDENCE
3. In consideration of the payment to be made by the Employer to the Contractor hereby converts with the Employer to execute and complete the Works in conformity in all respect with the provision of the contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution, completion and maintenance of the works and the contract price at the time and in the manner prescribed by the contract.

"PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA."

In witness whereof the parties here to have caused their respective common seals to be herein to affixed (or have herein to set their respective hands & seals). the day and year first above written.

5. SIGNED SEALED AND DELIVERED

By the said

Name_____

On behalf of the Contractor

In the presence of

Name_____

Address_____

By the said

Name_____

On behalf of the Employer

In the presence of

Name_____

Address_____

“PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA.”

Form X: Non Disclosure Agreement :

THIS AGREEMENT is made on this day of __, 2025

Between

Board of Trustees of the Jawaharlal Nehru Port Authority, incorporated by Major Port Trust Act of 1963 as amended by Major Port Trust (Amended) Act, 1974 (hereinafter called the 'Board' which expression shall, unless excluded by, or repugnant to the context, be deemed to include the Board of Trustees of Jawaharlal Nehru Port Authority, its successors and assigns) of the ONE PART

AND.

M/sa Company incorporated in India under the Indian Companies Act, 1956 and having its office at..... and registered with the Income Tax having Pan No

(hereinafter" referred to as "Vendor" which expression shall include its successors and assigns) of the other part;

WHEREAS:

- (1) By Tender No (the "Tender"), offers were invited from Vendors to conduct for Jawaharlal Nehru Port Authority (the "Project");
- (2) M/s made an offer to act as the Vendor as per the terms and conditions of the tender; and
- (3) After evaluation of the proposals/ offers received, the Board has engaged M/s..... as the Agency for carrying out(Work Title), subject to signing of the Confidentiality Agreement between the Board and the Vendor and conveyed to the vendor by its(Work Order signatory) vide Work Order No dtd. __/__/201_ which was duly accepted by the vendor vide its letter dated __/__/201_.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the Vendor covenants with the Board as follows:

1. All business, financial, operational and other information and data, of whatever kind and in whatever form, relating to the Board, which is disclosed or made known or comes to the knowledge of the Vendor (including but not limited to its representatives, professional advisors, employees and agents) by the Board or on the Board's behalf (including but not limited to its representatives, advisors, employees and agents) (collectively referred to as "Confidential Information") will be held in complete confidence and will not be used for any purpose other than directly in connection with the scope of services described in the tender.
2. The Vendor will not, without the prior written consent of the Board or its authorized authorised person/s, disclose or otherwise make available whole or any part of the Confidential Information to any third party except in accordance with the terms of this Agreement. The Vendor will be entitled to copy and circulate the Confidential Information to its only such directors, officers and employees and to such of its professional advisors who are directly concerned with fulfillment of "PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA."

the scope of services as per the terms and conditions of the tender and to whom knowledge of such information is necessary for such purpose. All persons to whom any Confidential Information is disclosed shall treat the same as confidential and use the same solely for due discharge of its obligations under the Scope of Services stated in the tender. The Vendor will be responsible for procuring their compliance with the terms of this Agreement as if they were subject to the same obligations to the Company as the Vendor is subject to hereunder.

The restrictions, obligations and liabilities contained in this Agreement shall not apply to any information which:

1. was already in the public domain at the time of its disclosure to the Vendor by the Board; or subsequently becomes part of the public domain through no breach by the Vendor of its obligation under the Agreement.
2. is generally available to or accessible by, the public or, after such disclosure, becomes generally available to, or accessible by the public, other than by reason of a breach of any undertaking by the Vendor contained in this Agreement; or
3. is required to be disclosed by the Vendor by applicable law or regulation or judicial authority, provided that the Vendor agrees, to notify, the Board in writing, duly signed by an authorised signatory, as soon as possible, upon becoming aware of any such requirement and confirming the necessity of the disclosure prior to such disclosure;
4. The Vendor shall promptly notify the Board in writing if any confidential information is required to be disclosed by law or other regulation and will co-operate with the Board regarding the timing and content of such disclosure or any action which the Board may elect to take to challenge the validity of such requirement unless such cooperation exposes the Vendor to claims, losses, damages or other liability for which the Vendor does not receive indemnification from the Board, and the Vendor undertake that any such disclosure shall be the minimum required by the relevant law or regulation in order for the Vendor to comply with its obligations there under.
5. The Vendor will not make, or permit its officers, directors, employees and professional advisors to make or procure or solicit or assist any other persons to make, any announcement or disclosure of the Confidential Information without the Board's prior written consent.
6. The Vendor and the Board shall individually keep a record of the Confidential Information provided by the Board to it in writing ("Confidential Information"). The Vendor shall, forthwith upon receipt of a written request from the Company or completion of the assignment as per the tender or if the Vendor ceases to act as the Agency for(Work Title) of the Board:
 - i. Return to the Board any Confidential Information in the Vendor's possession or control of, or in the possession or control of, any of its employees, agents or professional advisors, together with all copies thereof, and
 - ii. Expunge all Confidential Information from any computer, word processor or similar device into which it has been programmed by the Vendor or its professional advisors on its behalf.

“PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA.”

- iii. Not make use of the information, contained in the confidential information for any of its business operations.
6. The Vendor acknowledges that neither the return of any Confidential Information nor the expunging of any Confidential Information from its records shall release it from its obligations under this Agreement. The obligations contained in this Agreement are continuing and, in particular, shall survive the completion of the project.
7. The Vendor agrees and acknowledges that the Board may be irreparably harmed by the breach of the terms hereof and damages may not be an adequate remedy and that injunctive relief is an appropriate remedy to protect the rights of a party with respect to its Confidential Information. The Vendor shall be responsible for the breach of any of its covenants and obligations in this Agreement and will indemnify the Board from and against any claims, costs, expenses, losses or damages (including reasonable attorneys' fees) that are actually incurred by the Board and that are directly and solely attributable to the breach by the Vendor of its covenants and obligations in this Agreement. The Vendor further confirms that it is acting in this matter as principal and not as agent for any other person.
8. The rights, powers and remedies provided in this Agreement shall be in addition to, and not in substitution for, any other rights, powers and remedies provided by law. No failure or delay in exercising any right, power or privilege hereunder will operate as a waiver thereof nor will any single or partial exercise of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege hereunder. The terms of this Agreement and the Vendor's obligations hereunder may only be amended or modified by written agreement between the Vendor and the Board.'

This Agreement shall be governed by and construed in accordance with Indian law. The parties hereby agree to submit to the jurisdiction of the courts of Mumbai.

If at any time any term or provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, under any rule of law or enactment, such term or provision or part shall to that extent be deemed not to form part of this Agreement, but the enforceability of the remainder of this Agreement shall not be affected.

9. This Agreement shall be freely assigned by the Board, with prior written notice to the Vendor, to any person or persons who are substituted in all in the interests or rights or obligations of the Board for the development of the Project.
10. All questions, disputes and differences arising under or in relation to this Agreement shall be referred to (Work Order signatory) of The Board for consideration. The decision of(Work Order signatory) shall be final, conclusive and binding on all the parties to the Agreement.

IN WITNESS WHEREOF, the parties have caused this Non Disclosure Agreement to be executed by their respective duly authorized officers as of the day and year first herein above written.

“PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA.”

Constituted Attorney / Authorised Signatory

Chief Manager (M&EE) on
behalf of the Board of Trustees
of the Jawaharlal Nehru Port Authority

For M/s _____

In presence of _____

In presence of _____

“PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA.”

(This document shall be executed in 500/- non judicial stamp paper and shall be enclosed along with original financial instrument and reach JNPA. corresponding address before opening Technical bid as per date and time given in this Tender).

Form XI:
PROFORMA OF INTEGRITY PACT (in original)

BETWEEN

JAWAHARLAL NEHRU PORT AUTHORITY (JNPA) hereinafter referred to as "The Principal"

AND

(Name of The bidders and consortium members)hereinafter referred to as

"The Bidder(s)/Contractor(s)"

Preamble

The Principal intends to award, under laid down organizational procedures, contracts for..... The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources, and of fairness / transparency in its relations with its Bidders and / or contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor(s) (IEMs) 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

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - (a) No employee of the Principal, personally or through family members, will in connection with 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.
 - (b) The Principal will, during the tender process treat all bidders with equity and reasons. The principle will in particular, before and during the tender's process, provide to all bidders the same information and will not provide to any bidder confidential/ additional information through which the bidders could obtain an advantage in relation to the tender process or the contract execution.
 - (c) The Principal will exclude from the process all known prejudicial persons.

"PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA."

(2) 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 the Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s) / Contractor (s)

(1) The Bidder(s) /Contractor(s) commits themselves to take all measures necessary to prevent corruption. The Bidder(s) /Contractor(s) commits themselves to observe the following principles during participation in the tender process and during the contract execution.

- a. The Bidder(s) /Contractor(s) 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 other benefit, which he/she is not legally entitled to, in order to obtain in exchange of advantage of any kind, whatsoever during the tender process or during the execution of the contract.
- b. The Bidder(s) /Contractor(s) will not enter with other Bidders 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.
- c. The Bidder(s) /Contractor(s) will not commit any offence, under the relevant IPC / PC Act further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition, or personal gain, or pass on to others, any information or document provided by the Principal, as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents / representative in India. If any, similar the Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payment made to the Indian agent / representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agent of Foreign Suppliers" is placed at (page no.6-7)
- e. The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with the award of the contract.
- f. The Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

"PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA."

- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression, through a violation of Section-2 above or in any other form, such as to put their reliability or credibility in question, the principal is entitled to disqualify the Bidder(s)/Contractor(s), from the tender process, or to take action as per the procedure mentioned in the “Guideline on Banning of business dealings”. Copy of the “Guideline on Banning of business dealings” is placed at (page nos.8-17).

Section 4 – compensation for Damages.

- (1) If the Principle has disqualified the Bidder(s)/Contractor(s) from the tender process prior to the award according to Section 3, the Principle is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.
- (2). 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 liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression.

- (1) The Bidder declares that, no previous transgression has occurred in the last three years, with any other company in any country conforming to the anti-corruption approach or with any Public Sector Enterprises in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

Section-6 Equal treatment of all Bidders/Contractors/Subcontractors

- (1) In the case of Sub-contracting, the Principal Contract shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (2) The Principal will enter into agreements with identical conditions as this one which all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violates its provisions.

Section-7 Criminal charges against violating Bidder(s) / Contractor(s) / Sub contractor(s)

If the principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which

“PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA.”

constitutes corruption, or if the Principal has substantive suspicion, in this regard, the Principal will inform the same to the Chief Vigilance officer.

Section-8 External Independent Monitor

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. 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.
- (2) The Monitor is not subject to instructions by the representative of the parties to the parties and performs his / her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her treat the information and documents of the Bidders / Contractors as confidential. He / she reports to the Chairman, JNPA.
- (3) The Bidder(s)/Contractor(s) 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/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4). The Monitor is under contractual obligations to treat the information and documents of the Bidder(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on “Non-Disclosure of Confidential information” and of “Absence of Conflict of Interest”. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, SAIL and recuse himself / herself from that case.
- (5) 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 Contract. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreements, he / shall 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 not right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the Chairman, JNPA which 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.
- (8) The Monitor has reported to the Chairman, JNPA, a substantiate suspension of an offence under relevant IPC/PC Act, and the Chairman, JNPA has not, within reasonable time taken

“PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA.”

visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

- (9) The word 'Monitor' would include both singular and plural.

Section-9 Pact Duration

This Pact begins when both parties have signed it. It expires for the Contractor _____ MONTHS after the last payment under the contract and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/lodged during this time, the same shall be binding and continue be valid despite the lapse of this Pact, as specified above, unless it is discharged/determined Chairman, SAIL.

Section-10 Other Provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, Mumbai.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions 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.
- (5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & on behalf of the Principal)
(Office seal)

(For & on behalf of Bidder / Contractor)
(Office seal)

Place:

Witness-1:
(Name and Address)

Witness-2:

"PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA."

(Name and Address)

Date: ____/____/2023

All bidders are advised to take note that the original financial instruments towards cost of Tender document/ valid MSE-NSIC registration certificate of appropriate category of works along with original Power of Attorney and Integrity pact must reach Jawaharlal Nehru Port Authority on corresponding address before opening of Technical Bids as per the date and time given in this tender.

“PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA.”

FORM- XII FORMAT FOR BID SECURITY (EMD) (BANK GUARANTEE)

WHEREAS, _____ [Name of Bidder] (hereinafter called "the Bidder")
has submitted his bid dated _____ [date] for
the tender of _____ [name of
Contract/Tender] (hereinafter
called "the Bid").

KNOW ALL PEOPLE by these presents that We _____ [name of
bank] of _____ (name of country) having our registered office at
_____ (hereinafter called "the Bank") are bound unto
_____ [name of Employer] (hereinafter called "the
Employer") in the sum of _____¹ for which payment well and truly to be made
to the said Employer the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this ___ day of _____ 20 ____

THE CONDITIONS of this obligations are:

(1) If after Bid opening the Bidder withdraws his Bid during the period of bid validity
specified in the Form of Bid;

or

(2) If the Bidder having been notified of the acceptance of his Bid by the Employer
during the period of bid validity:

(a) fails or refuses to execute the Form of Agreement in accordance with the
Instructions to Bidders, if required; or

(b) fails or refuses to furnish the Performance Security/Additional Security (if
applicable), in accordance with the Instructions to Bidders, or

(c) does not accept the correction of the Bid Price pursuant to tender conditions;

We undertake to pay to the Employer up to the above amount upon receipt of his first
written demand, without the Employer having to substantiate his demand, provided that
in his demand the Employer will note that the amount claimed by him is due to him owing
to the occurrence of one or any of the three conditions or relevant tender condition,
specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____² after the deadline
for submission of Bids as such deadline stated in the Instructions to Bidders or as it may be
extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any
demand in respect of this Guarantee should reach the Bank not later than the above date.

"PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY
CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI,
MAHARASHTRA."

Notwithstanding anything mentioned above,

Our liability against this guarantee is restricted to Rs.....(Rupees only) and unless a claim in writing is lodged with us within 3 months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

IN WITNESS WHEREOF this guarantee has been duly executed on this day of 20

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

[Signature, name and address]

1 The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 5.6 of the Tender.

2 30 days after the end of the validity period of the Bid. Date should be inserted by the Employer before the Bidding documents are issued.

“PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA.”



E-Tender No. JNP/Traffic/DGM-C&C/SCANNER/2025/T-01.

FORM XIII: FORM OF TENDER

NOTE: THIS 'FORM OF TENDER' SHALL BE FILLED IN, PRINTED ON TENDERER'S FIRM'S LETTERHEAD AND UPLOADED ALONG WITH THE "PRICE BID" (A part of Financial Bid document) ONLY and NOT in Technical Bid section.

To,
The Chief General Manager (Traffic),
Jawaharlal Nehru Port Authority,
Sheva, Navi Mumbai – 400 707.

Sub: E-Tender No.: JNP/Traffic/DGM-C&C/SCANNER/2025/T-01.

Sir,

1. Having visited the Site and examined the Invitation to Tender, Instructions to Tenderers, General Conditions of Contract, Special Conditions of Contract, we hereby offer to execute the Work as given in the subject Tender and as per specifications, Scope of Work and schedules for the sum of Rs. _____ (in figures),
Rupees _____ (In words) or such other sum as may be sanctioned in accordance with the conditions.
2. 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.
3. We understand that you are not bound to accept the lowest or any tender you may receive.
4. If our Tender is accepted, we understand that we are to be held solely responsible for the due performance of the Contract.

Date: / /20__

**SEAL OF THE TENDERER'S FIRM
WITH ADDRESS IN FULL**

**Name & Signature
In the capacity of _____,
duly authorized to sign Tenders for
and on behalf of the tenderer**

**SIGNATURE OF THE WITNESS-1
WITH NAME & ADDRESS IN FULL**

“PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA.”

FORM XIV : National Electronic Fund Transfer (NEFT)

Mandate Form

(Mandate for receiving the payments through RTGS/NEFT from Jawaharlal Nehru Port Authority)

1	Contractor/Suppliers/Vendors name	
2	Contractor/Suppliers/Vendors code	
3	PAN	
4	Particulars of Bank Account	
	A. Name of the Bank	
	B.Name of the Branch	
	C.Branch Code	
	D.Address	
	E.City Name	
	F. Telephone no.	
	G. IIFET IFSC Code	
	H. 9 digit MICR code appearing on the cheque book.	
	I. Type of account (11/12/13)	
	J.Account no.	
5	Contractor/Suppliers/Vendors E mail ID	
6	Date of effect	

(Please enclose a copy of the cancelled cheque to enable us to verify the details mentioned above)

We hereby declare that the particulars given above are complete if transactions are delayed or loss because of incomplete information at above, the party will not hold the Jawaharlal Nehru Port Responsible.)

“PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA.”



E-Tender No. JNP/Traffic/DGM-C&C/SCANNER/2025/T-01.

**Authorised signatory with
Seal**

BANK CERTIFICATE

We certify that.....has a Account
no.....
with us and we confirm that the details given above are correct as per our
records.

Date:

Place:

**Authorized official of the
Bank:**

“PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE
X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA,
SHEVA, NAVI MUMBAI, MAHARASHTRA.”

FORM XV : DECLARATION IN CASE OF MSE BIDDERS

To,
The Chief General Manager (Mech. & Elect. Engg.)
Jawaharlal Nehru Port Authority
Administration Building,
Sheva, Navi Mumbai – 400 707.

Sir,

DECLARATION IN CASE OF MSE BIDDERS

In terms of Bid Conditions applicable for Micro & Small Enterprises (MSEs),

we hereby declare as under-

- a) We are a Micro & Small Enterprise, as on bid closing date of this bid.
- b) We are a Manufacturer of the quoted supply item(s) / service provider for quoted services and valid documentary evidence for same is submitted.
- c) MSE certificate submitted by us is authentic & valid as on bid closing date of this bid.

We declare the above details are true. In case any of the details are found to be false/ untrue, our offer will be liable for rejection / cancellation of order / subjected to appropriate actions as per bid Terms & Conditions.

Authorized Signatory

(With Company Seal & Signature)

Documents to be submitted by MSEs

A) CATEGORISATION OF MSE VENDORS

1. In case of Micro/ Small scale Enterprises, kindly attach Registration

Certificate issued by DIC / KVIC / KVIB / Coir Board / NSIC / Directorate of Handicrafts

and Handlooms, or any other body specified by MSME for authentication such

as Udyog Aadhaar Memorandum / Acknowledgment.

“PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA.”

FORM XVI : FORMAT FOR POWER OF ATTORNEY

Date: _____

GENERAL POWER OF ATTORNEY

(On Non –Judicial Stamp paper worth Rs. 500/-)

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 authorised on behalf of _____
____ (Name of the Applicant) to provide information and respond to enquiries etc.
as may be required by the Port Authority or any Government 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 Applicant)

For _____ (Name of the Applicant)

“PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA.”

FORM XVII : CVs of Key Personnel

The format for submission of CVs is the following:

1. Name:
2. Profession / Present Designation:
3. Years with firm: _____
4. Nationality:
5. Area of Specialisation: _____
6. Date of Birth:
7. Proposed Position in Team:
8. Key /Experience suitable to the proposed assignment:
(Under this heading give outline of team members' experience in the area of assigned work in projects of similar nature handled in the past. Describe degree of responsibility held by team member on relevant previous assignments and give dates and locations.
9. Education/Training Programmed: (Under this heading, summaries college/ university and other specialized education of staff member, giving names of colleges, dates and degrees obtained)
10. Experience: (Under this heading, list of positions held by member since graduation, giving dates, names of employing organization, title and duration of positions held and location of assignments. For experience in last ten years also give types of activities performed and Owner references, where appropriate. Resumes of the key personnel shall be enclosed separately.

Signature(Concerned employee): _____

Authorized Signatory: _____

Full Name: _____

Address: _____

Date: _____ E-mail Id:

Note: 1. Certified supporting documents to be enclosed evidencing the above criteria of such personnel mentioned above.

"PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA."

DUTIES OF THE EMPLOYER

Service, facilities and property to be made available to the contractor by the Employer:

Equipment & facilities: JNPA shall not be able to provide any equipment facilities except unfurnished residential accommodations on chargeable basis. Contractor shall access the requirements of residential. **The rent shall be charged as per notified rates of JNPA time to time.** The available facilities in JNPA are as under:

1. Residential units in JNP Township:
Type of houses and area

Description	Built up Area
`A` type houses	45 Sq. mtr.
`B` type houses	65 Sq. mtr.

2. Water charges: As per prevailing notified rates.
3. Electricity charges : As per the prevailing scale of Maharashtra State Electricity Distribution Company Limited applicable to appropriate class of consumer category (such as domestic, non-domestic, high tension etc.) plus 5% of the total Electricity Bill amount as overheads

Note: The residential units shall be allotted strictly on its availability and request from contractor. Any increase in charges, shall be paid as per the prevailing notified rates as applicable. All other facilities like furniture, interiors, office equipment, stationary, communication facilities, Medical facilities to deployed staff, Vehicle for conveyance to reporting place etc. Shall be arranged by the contractor at his cost. Financial offer for the subject contract is deemed to include expenditure involved for arranging all such things.

“PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA.”

FORM XVIII : SAFETY DECLARATION FORMAT

(To be submitted on company letterhead)

Date :

To,
The Dy. General Manager (Traffic)
Jawaharlal Nehru Port Authority,
Sheva, Navi Mumbai

Sub : _____

LOA No.: _____

Sir,

This is to confirm that we have fully understood the safety measures to be adopted during execution of the above contract and assure the following.

- I. We shall ensure full compliance of safety by communicating safety requirement to the workmen deployed by us and enforcing them through continuous monitoring.
- II. We shall engage competent and experienced manpower as per requirement for execution of this work, including for working at height.
- III. We shall ensure use of PPEs, and safety harness by the workers and ensure all precautions are being taken during execution of work.
- IV. We shall follow all the statutory rules and regulations related to this work.
- V. We hereby accept the responsibility to execute the work safely.
- VI. All damages caused due to inadequate safety measures or lack of supervision on our part would be fully compensated/repared by us and the port will not be responsible for any lapses on our part in this regard.

Thanking You,

Yours faithfully,

Signature of the authorized person of the contractor and company seal

“PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA.”



E-Tender No. JNP/Traffic/DGM-C&C/SCANNER/2025/T-01.

BID-SECURITY DECLARATION FORM (on company's; letter head)

(Bid No.: _____)

Date:

To,
The Chief General Manager (Traffic)
Jawaharlal Nehru Port Authority,
Administration Building,
Sheva, Navi Mumbai – 400 707

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Security Declaration. We accept that we will automatically be suspended from being eligible for bidding in any contract with JNPA for the period of 02 years starting from the date on which validity of this bid is completed, if we are in breach of our obligation(s) under the bid conditions, because we;

(a) have withdrawn or amended our Bid during the period of bid validity specified in the Letter of Application;

OR

(b) Having been notified of the acceptance of our Bid by JNPA during the period of bid validity, (i) We fail or refuse to execute the Contract, if required, or (ii) We fail or refuse to furnish the Performance Security, Additional Performance security in accordance with bid condition.

We understand this Bid-Security Declaration shall cease to be valid if we are not the successful Bidder, or (ii) twenty-eight days after the expiration of our Bid validity.

Sign, Name & Seal of the Authorized Person

“PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA.”

ANNEXURE I : CHECK LIST OF DOCUMENTS TO BE SUBMITTED ALONG WITH BID (As applicable)

Sr. no.	Name of document	Page No.
1	Bid Security Declaration Form against for EMD	
2	Acknowledgement from the bank towards payment of bid fee payment through NEFT/RTGS or relevant documentary evidence to substantiate that they are MSE Unit for the services	
3	Audited/published accounts along with the certificate to that effect duly certified by the Chartered Accountant for past three years as per Financial criteria of MQC	
4	Experience in similar works in Form-VI along with Work orders and corresponding satisfactory work completion certificates or TDS certificate as per experience criteria of MQC	
5	Copies of PAN , GST certificate & P.F registration.	
6	Copy of registration of firm	
7	Declaration in the specified format for MSEs	
8	Copy of Labour license/electrical license/authorization certificate(from OEM)/competency certification (From Statutory bodies)/registration (if applicable)	
9	Copy of bid document duly signed & stamped	
10	In case of Micro/ Small / Medium scale Enterprises, to submit Registration Certificate issued by DIC / KVIC / KVIB / Coir Board / NSIC / Directorate of Handicrafts and Handlooms, or any other body specified by MSE for authentication such as Udyog Aadhaar Memorandum / Acknowledgment.	
11	Copy of Partnership Deed (if applicable)	
12	Covering letter confirming acceptance of all the terms & conditions and validity of offer for 120 days from the date of opening of Technical Bid	
13	Information regarding any current litigation, if any is to be submitted on company letterhead.	
14	Declaration on non-debarment.	
15	Forms (I to XVIII, SECTION 06) duly filed, stamped & signed as per applicability.	

“PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA.”

**ANNEXURE – II : LIST OF DOCUMENTS TO BE SUBMITTED BEFORE COMMENCEMENT OF
WORK
(As applicable)**

<u>Sr. no.</u>	<u>Name of document</u>
<u>1</u>	Workmen compensation/ESI policy.
<u>2</u>	Performance guarantee (within 21 days)
<u>3</u>	Contract agreement & Non- Disclosure Agreement – (within 30 days)
<u>4</u>	Third Party Insurance , Medical insurance of employees
<u>5</u>	Details of workmen engaged by the contractor and PPEs for issuing to the employees.
<u>6</u>	Labour license (if applicable)
<u>7</u>	Bound volume consisting of Bid, Work Order, LOA, Agreement etc.

“PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA.”

ANNEXURE-III : LIST OF DOCUMENTS TO BE SUBMITTED FOR PAYMENT

Sr. No.	Name of document
<u>1</u>	Invoice in Triplicate
<u>2</u>	Copy of material gate pass (if applicable)
<u>3</u>	Copy of acknowledgment for old material (if applicable)
<u>4</u>	Service Report for work executed under contract
<u>5</u>	Proof of attendance (Signed by the Superintendent Customs (MXCS) or his representative as authorized) and monthly payment to workers in labour contract (Bank statement).
<u>6</u>	The service provider should provide manpower as indicated above and a copy of the duty roster is to be submitted to the Superintendent Customs (MXCS) from time to time for reference. The endorsed copy of Superintendent Customs (MXCS) should be submitted to Dy. General Manager (Traffic) every month along with monthly bill.
<u>7</u>	Copy of labour license for labour contract, If applicable.
<u>8</u>	Proof of PF deposit for previous month in labour contract
<u>9</u>	Workmen compensation policy/ ESIC Policy
<u>10</u>	BG for Warranty (For first bill and after expiry)
<u>11</u>	Transit/ Workers Insurance as applicable
<u>12</u>	No claim and No dues certificate (for Final Bill)
<u>13</u>	Completion Certificate by JNPA Engineer-In charger (For Final Bill)

“PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA.”

SECTION: 7 – PRICE SCHEDULE

Price Schedule for the work of " "PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X-RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA."

SR. NO.	DESCRIPTION	Quoted cost in Rs.
1.	<u>SUB: "PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X-RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA."</u>	
	Total Amount in Rs. for 24 calendar months including applicable GST for all activities/Breakup mentioned in Section -8.	

Price breakup to be uploaded in Financial Bid as per given format only in SECTION 8 failing which the offer submitted will be rejected.

Price to be quoted inclusive applicable GST.

"PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA."

SECTION: 8 – PRICE SCHEDULE BREAK UP TO BE UPLOADED IN FINANCIAL BID
DOCUMENT IN PDF FORMAT (On Letterhead)

Price Bid :

Vendors are requested to quote the Price in the GeM Portal directly and not required to upload any document relating to the same. It shall contain price bid for “PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA.” The basic price bid calculation process table is shown below:

BASIC PRICE BID CALCULATION SHEET

Sr. No.	Details	Amount (Rs.) for Highly skilled	Amount (Rs.) for Semi skilled
1	Current Minimum wages per day as per IR circular dtd 08.04.2025	1065	893
2	Man-days in two years, contractor is required to keep (12+23) manpower per day.	7512	14,398
3	Total Minimum wages	2,08,57,694.00	
4	PF @ 13.00%	138.45	116.09
5	Medical & insurance @3.25% at par with ESI rate	34.61	29.02
6	Current Manpower Cost per day (1+4+5)	1238.06	1038.11
7	Cost of Manpower for two years (Only Minimum wages) (Rs.1065 x 7512) + (Rs.893 x14,398)	80,00,280.00	1,28,57,414.00
8	Total wages of Manpower for two years with PF, Medical & Insurance (Rs.1238.06 x 7512 man days & Rs. 1038.11x14,398 man days)	93,00,325.50	1,49,46,743.78
9	Total Manpower cost	2,42,47,069.28	
10	Approximate cost of PPE & Uniform @ Rs.5225/- for 35 Manpower for first year	1,82,875/-	
11	Approximate cost of PPE & Uniform @ Rs.2386/- for 35 Manpower for	83,510/-	

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	Second year	
12	Transportation cost for two years (including GST @5%) (Bolero Vehicle) Fixed for contract period.	15,66,936.00
13	Contractors Profit and overhead for two years on Sr. No. 3 (to be filled by the tenderer) *** (To be quoted in % of total minimum wages on sr no 3)	Profit and overhead in % only : _____%
14	Total cost (Sr.No.9+10+11+13)+ (18% GST on (Sr.No.9+10+11+13))+Sr. No. 12 (Transportation Cost)	

1. All the vendors are expected to quote the Price of contractor's profit and overheads knowing the calculations of man-days, minimum wages, other wages payable to the Manpower, contract total cost as above.
2. *** The figures arrived at Sr.No.3 is only tentative estimate, the actual total minimum wage will be depending on the minimum wage revision and the number of Manpower present.
3. *** **Bidder has to enter his profit & overheads in percentage only at serial no:13 and the final price to be arrived at serial no:14 (inclusive of 18% GST)+ Transportation cost (To be quoted in the Price bid of GEM Portal only).**
4. *** Number of Man days arrived at Sr no 2 is the maximum possible. Actual will be based on the attendance or man days supplied.
5. *** Minimum wages revised by the Govt. of India from time to time shall be made effective from the date of its implementation.
6. *** Contractor will be reimbursed 3.25% of (minimum wages) or the actual rate paid to ESI Corporation towards ESI along with GST or amount paid towards Group Personnel Accident Policy whichever is less.

Note:

1. **The above Price calculation sheet should be used for arriving at the final price only. Tenderers are requested not to upload this data as part of technical bid participation.**
2. **If a firm charges as NIL or leave blank at serial no: 13 & 14, the bid shall be treated as unresponsive and will not be considered.**

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Technical Information

smiths detection

HCVM™ T

HIGH ENERGY MOBILE X-RAY SERIES



Feature Highlights

- Inspect loaded trucks, containers and vehicles at ports, airports and border crossings
- High throughput of up to 25 trucks per hour in scan mode and up to 100 trucks per hour in pass through mode
- Steel Penetration up to 320mm (12.6") @ 6MeV
- Small footprint
- Advanced technology, viZual™, provides a high performance imaging capability with organic/inorganic material discrimination and colorization in a single scan

The HCVM T series of X-ray screening systems is designed to optimise security checks at ports, airports and border crossings. It reduces the need for manual inspection of complete trucks (cabin included), containers and vehicles by verifying manifests and checking for threats such as explosives, narcotics, weapons of mass destruction (WMDs) and contraband.

The series systems use a range of accelerators from 4MeV to 6MeV, allowing steel penetration ranging from 310mm (12.2") to 320mm (12.6"). A high maximum throughput of 25 (typical 20) trucks per hour can be achieved in scan mode; and a maximum of 100 trucks per hour in pass through mode. Up to four system operators can be accommodated in the cabin.

High performance imaging equips operators with detailed radioscopic images of the container or vehicle to generate rapid and reliable results.

The optional addition of automatic radioactive material detection (ARD™), enables simultaneous X-ray inspection and analysis to detect the presence of radioactive gamma and/or neutron materials.

Based on a trailer chassis, the HCVM T systems can be towed from site to site by a standard tractor as required. Road clearance conforms with the majority of global road regulations.

It offers ease of operation and a small footprint with minimal external infrastructure requirements; and yet meets the most demanding, international security screening standards.

www.smithsdetection.com

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General Specifications	
Detector type	Levels available from 4 – 6MeV
Nominal energy [MeV]	The HCVM moves while the object does not, or it can be the opposite according to requirements
System specifications	
Chassis	SAMRO
Weight	28 tons
Engine	N/A
Truck dimensions (LxWxH)	13.60m [44.6'] (L-without tractor) x 2.5m [8.2'] x 4.0m [13.1']
Scanning speed	24 or 12m/min - 36m/min available in option • Passage of the trucks in stationary mode up to 7km/ 4mph
Speed	N/A
Footprint (LxWxH)	12.40m [40.7'] x 8.6m [28.2'] x 5.6m [18.4']
Scanning height	From 0.20m [.7'] to 4.75m [15.6']
Maximum height below gantry	4.80m [15.7']
Installation time	Less than 30mn [average 15mn]
Inspection throughput	Up to 25 trucks per hour [typical 20] in mobile mode and up to 150 [typical 120] in pass through mode*
Minimum crew requirement	1 image operator/driver and 1 traffic marshal
Operating temperature	-20°C to +43°C [-25°C to 50°C in option]
Storage temperature	-30°C to +55°C
Relative humidity	Up to 95%
Electrical consumption	24 kVA in average
Maximum dimensions(LxWxH)	4.75m [15.6'] x 3.50m [11.5'] x 28m [91.9']
Cabin comfort	A/C, refrigerator, radio, natural light, individual storage racks – Accommodate up to 4 operators in the cabin
Computer system	
Image workstation (RIW)	Two 22" flat LCD screen workstations
Image analysis tools	Contrast and edge enhancement, filters, marks and annotations, histogram equalisation, review of stored images and manifest data for comparison, image conversion to standard formats, objects measurement
Database workstation (DBW)	SQL data base
Data storage	280,000 images as standard
Data archiving	DVD burner [standard]
Printer	Color laser printer
Radiation protection safety	
Surveillance	Cameras [including one PTZ] + radio intercom
Markings	3-color safety light + siren
Regulations	Compliant with WHO, ICRP 103-2007, EU & US regulations
Radiation protection	Security perimeter zone defined by infrared markers
Health & security	
Dose in the environment	Average <0.5µSv/h <1mSv/an
Dose rate in operator cabin	Average <0.5µSv/h <1mSv/an
Options	
ARD	Automatic radioactive material detection [gamma]
ARD n	Automatic radioactive material detection [gamma, neutron]
Check-in workstation (CIW)	Station(s) with manifest and data recording scanner
Image Operator Post	Additional workstation with 22" LCD flat screen/manifest screen optional
Tow bar (3T500)	Tow Hitch
Configurations	
Nominal energy (MeV)	4031 6032 viZual
Steel penetration (mm)	4.5 6/4
Contrast (%)	310 320
Steel wire (mm)	0.6 1.12
Safety area - ground to 2.5m [8.2'] for a 20m [65.5'] truck @ 0.5µSv/h 20t/h	0.5 1.5
Absorbed dose per scan*	46m(L) x 45m(I) 40m(L) x 41m(I)
Organic/inorganic material discrimination	150.9' x 147.6' 131.2' x 134.5'
	Less than 7µSv/scan Less than 6µSv/scan
	no yes (mobile mode)

* Typical values - values may differ depending on freight and scanning conditions.

For product information, sales or service, please go to www.smithsdetection.com/locations

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JAWAHARLAL NEHRU PORT AUTHORITY

PORT OFFICE:

**ADMINISTRATION BUILDING,
SHEVA, NAVI MUMBAI – 400 707.**
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FAX: + 91 22 2724 4180/4195.
WEB SITE: <http://www.jnport.gov.in>
E-MAIL: jawahar@giabm01.vsnl.net.in

MUMBAI OFFICE:

**1502, Express Towers,
Near Air India Building,
Ramnath Goenka Marg,
Nariman Point,
MUMBAI – 400 021.**
TEL: + 91 22 66165600
FAX: + 91 22 67431116.

“PROVIDING MAN-POWER FOR CARRYING OUT THE WORK OF OPERATION OF THREE (03) NOS. OF MOBILE X RAY CONTAINER SCANNERS (MXCS) AT DIFFERENT LOCATIONS FOR A PERIOD OF 02 YEARS AT JNPA, SHEVA, NAVI MUMBAI, MAHARASHTRA.”