



**NEW MANGALORE PORT AUTHORITY**  
**Ministry of Ports, Shipping & Waterways Govt. of India**



**BIDDING DOCUMENT FOR**

**“Configuration, Programming & Liasioning of Walkie  
Talkies , Base Stations And Repeaters For Use At NMPA”**

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## 1. Title

Tender No..... : **2/5/APR-01/2024-25/AMM/DYMM**

Name of the Work..... : **Supply, Installation, Configuration, Programming  
& Liasioning of VHF Handsets, Base Stations and  
Repeaters**

Estimated cost..... : Rs. **69,56,690** /-(Including GST)

EMD ..... : **Rs.1,39,134**/-(Including GST)

Availability of Bidding document for download : **17.05.2024**

Starting Date of Pre Bid meeting..... : **download : 17.05.2024**

Closing Date of Pre Bid meeting..... : **21.05.2024**

Starting date of e-Bidding for submission of

Price Bid..... : **21.05.2024**

Closing date of online e-Bidding for submission

of Price Bid: 15-00 Hrs on ..... : **07.06.2024** 11:00 Hrs

Date & time of opening of Technical Bid..... : 11:30 Hrs on ..... : **07.06.2024**

Date & time of opening of Financial Bid..... : Will be intimated

Supply / Work Completion Period..... : **3 Months** from the date of issue of Gem Contact  
Order and award of Decision to Grant License  
(DGL) from Dept. of Telecommunication (DOT).  
Any delay from DOT in award of DGL will not be  
counted in this period.

Validity of Offer ..... : 180 days

Amendments to the Bidding (if any) will be issued only through: [www.newmangaloreport.gov.in](http://www.newmangaloreport.gov.in) and  
<https://gem.gov.in/>

## 2. Notice inviting bids

Gem Bids are invited for **Supply, Installation, Configuration, Programming & Liasioning of VHF Handsets, Base Stations and Repeaters** through Gem Portal <https://gem.gov.in/>. Tender document is available for download from download : **17.05.2024** .

For details, Visit Website: <https://gem.gov.in> or <http://www.newmangaloreport.gov.in>

जेम पोर्टल <https://gem.gov.in> के माध्यम से गेम बिडिंग "बीएचएफ रिपीटर स्टेशन, बेस/मोबाइल स्टेशनों और हैंडसेट की आपूर्ति, स्थापना, संपर्क और कमीशनिंग" के लिए आमंत्रित की जाती हैं और निविदा download : **17.05.2024** से डाउनलोड करने के लिए उपलब्ध है।

जानकारी के लिए, वेबसाइट पर जाएं: <https://gem.gov.in/> or <http://www.newmangaloreport.gov.in>

### 3. Instruction for Bidders

- 3.1. **Manner of submission of the Bids:** Bids to be submitted online through the website stated above. The Bid document may be downloaded from website & submission of financial bid as per Bid time schedule. No manual bid will be accepted.
- 3.2. **Pre – Bid Enquiry :** Pre-Bid query can be raised through Gem Portal as detailed in Gem Bid.
- 3.3. **Bid Opening:**
  - 3.3.1. Techno Commercial bid (Cover 1 will be opened electronically on specified date and time as given in the Gem Bid. Disclosure of price in the technical bid leads outright rejection and not be considered for further evaluation.
  - 3.3.2. Price bid (Cover 2) will be opened in Gem Portal of only those bidder(s) whose Part I Techno-commercial Bid is found to be technically acceptable by NMPA. Price Bid will be evaluated item wise of the BOQ.
- 3.4. **Clarification regarding contents of the Bids:** During evaluation and comparison of bids, the Buyer may ask the bidder for clarification of his bid. The request for clarification will be raised in gem portal. Response to the request for clarification should be given by the bidder in the GeM portal. Post-bid clarifications raised by the bidder will not be entertained.
- 3.5. **Validity of Bids:** The Bids should remain valid till **180 Days** from the last date of submission of bid.
- 3.6. **EMD EXEMPTION:** The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Micro and Small Enterprises (MSE) registered with District Industries Centre (DIC) or Khadi and Village Industries commission or Khadi & Industries Board (KVIB) or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts and Handlooms or Udyog Registration certificate or any other body specified by Ministry of MSME shall be exempted of EMD on producing self-attested supporting certificates along with Technical Bid.
- 3.7. In a tender, either the Authorized Agents/Authorized Dealers/Distributors on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.
- 3.8. If an Authorized Agents/Authorized Dealers/Distributors submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.

#### 3.9. Roles and Responsibilities of Seller in GeM bidding

- 3.9.1. Only Director (s) / Partner (s) / Proprietor (as applicable) are authorized to become Primary User and register as legal entity on GeM as Seller/Service Provider.
- 3.9.2. Once Seller/Service Provider is registered and account is created on GeM, the Primary user of the Seller/Service Provider can create Secondary User Accounts within Seller/Service Provider Organization with different Roles and Responsibilities. However, the Primary User creating Secondary User accounts shall continue to be fully responsible and accountable for all actions / transactions done by Secondary Users on GeM Portal.
- 3.9.3. Since GeM is a trust based Portal, the complete accuracy and integrity of data submitted in respect of the Seller and also in respect of the Goods / Services offered on GeM will be the sole responsibility of the Seller/Service Provider. Seller will be liable for administrative action as per GeM terms and conditions in case of any discrepancy / infirmity in any data / information submitted on GeM.
- 3.9.4. The Primary / Secondary Users of Sellers, offering Goods/Services and/or participating in e-Bidding / Reverse Auction on GeM, must ensure that they have the requisite authorization to enter into contract with Buyer(s) in GeM for and on behalf of the Seller, failing which such Seller as well as the individual(s) shall be vicariously liable for its actions and also for any liability arising out of such actions.
- 3.9.5. Seller can offer any number of products. However, it will be the sole responsibility of the seller to satisfy themselves regarding possessing the requisites for doing business for the offered product(s). The Sellers are solely responsible for ensuring that there is no violation of any Intellectual Property Rights in their offer for sell / providing service on GeM.
- 3.9.6. The Seller should not exercise any corrupt influence on any aspect of contract and commit to take all measures necessary to prevent corruption maintaining complete transparency, integrity and fairness in all activities related to GeM.
- 3.9.7. The seller would represent its business on the GeM portal and is mandated to comply with all the terms and conditions of the platform. Sellers would be solely and absolutely responsible for the information provided about their organization, business, products and services on the portal and would be required to produce proof of such information, if requested at any point in time by the Buyer and / or GeM.
- 3.9.8. GeM would not allow creation of any fresh data related to Seller identity on GeM portal. All details provided by the Seller at the time of registration would be counter checked / verified through other data bases of Government such as

of 44 PAN, MCA 21, Udyam Registration / Udyog Aadhaar (as validated by Government from time to time), etc. For Financial details, PAN / Income tax Database shall be primary validating database and will override any conflicting data in any other database. If the data / details entered by the seller while registering on GeM is not verified with validating databases, registration will not be allowed. Further, in case of any conflict in details after registration, Seller's registration would be automatically suspended. It is the Seller's responsibility to keep all their information on GeM updated with the latest change(s). Nonupdating of details on GeM within 7 days of such occurrence would make Seller liable for administrative actions.

3.9.9. Eligibility of Sellers in terms of Turn Over / Past Performance / Profitability etc. and also their eligibility for availing various benefits / advantages in terms of various Govt. Policies / Guidelines / Acts / Laws etc. shall be determined solely on the basis of data fetched / validated or verified through external agency / owner of that set of database such as Income Tax / PAN Data Base, MCA 21, Udyam Registration / Udyog Aadhaar (as validated by Government from time to time), GSTN, Certifying Agencies such as BIS, BEE etc. In case of any discrepancy in data available in these databases, Seller has to get the same updated in the corresponding validating database before updating the same on GeM. Till such time only the existing validated information shall be used to decide seller's eligibility on GeM. Any default in sellers updating their data on partner sites / validating databases and any fall out of the same impacting adversely any transaction on GeM, shall entirely and exclusively be Seller's responsibility. GeM shall not be responsible for any consequential impact on any GeM transaction due to data discrepancy and / or suspension of seller account due to data discrepancy. Seller will be solely responsible for the same.

3.9.10. The Seller shall be solely responsible for the Goods / Services including, without limitation, the applicable guarantee / warranty, shelf-life, quantity, quality and the title and for giving the correct and accurate details of the offer their Goods and / or /Services indicating product specifications, quantity which can be supplied over the specified time period, etc. as per catalogue or catalogue based template prescribed in GeM. Seller would ensure that the Goods or /Services offered are latest, new and complete in all respects. Where Seller is selling any Goods which needs spare parts, Seller should ensure and make available such spare parts for a minimum period of three years from the date of expiry of warrantee period (unless otherwise specified). The individual Sellers shall ensure that the products

offered in e-Bidding and/or ordered shall remain available on GeM during the bid / contract validity period.

3.9.11. Sellers shall offer minimum discount of 10% on the Maximum Retail Price (MRP) mandatorily (unless otherwise specified for offering their products on GeM). Sellers are free to offer higher discounts. The Seller must offer its best possible lowest price on GeM and undertake that it would not sell or offer to sell the same product outside GeM in comparable quantity on similar terms and conditions at a price equal to or lower than Offer Price on GeM. In case any General Terms and Conditions on GeM 4.0 (Version 1.2) dtd 5th July 2024 Page 6 of 44 such infringement by Seller is noticed, the Seller shall be liable to be removed / debarred from the GeM.

3.9.12. By offering their product on GeM, the Seller agrees for sharing price details of the offered Goods / Service by GeM authorities with other Government agencies including Department of Excise & Customs, Income tax, GST etc.

3.9.13. Sellers shall ensure uploading of their product / service in the correct category in all respects. Any offering of wrong and misleading product(s) or service(s) in any of the category will be removed by GeM from the portal when noticed without making any reference to the seller(s). The seller(s) will also be liable for any other Administrative action as deemed fit by GeM for uploading wrong product(s) or service(s) in any category. If any such infringement made by Seller leads to placement of a contract by any Buyer for such inappropriately offered product(s) / service(s) by the Seller, such contract shall be treated as null and void. No claim whatsoever against such contract shall be admissible and entertained.

3.9.14. The Seller(s) shall pass on all the benefits associated with any scheme / offer / freebies provided by the OEM on any product from time to time on an "as-is basis" to the Buyer. This obligation will also apply to OEM's directly supplying the goods. Holding back any such offer or accounting such freebies in quantity supplied shall make such consignments liable to be rejected by the consignee and shall also be considered as inappropriate and against the GeM policies for which GeM reserves all rights to take necessary action against such Seller/OEM as deemed fit. By registering on GeM and by participating in any bid on GeM, Seller undertakes that presently it is not "Debarred from Bidding" on the grounds mentioned in Rule 151 of GFR 2017.

3.10. **Preference to Make In India products (For bids < 200 Crore):** Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent



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

- 3.11. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023 OM\_No.1\_4\_2021\_PPD\_dated\_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.
- 3.12. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn

Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a Criteria in determining reasonableness of quoted prices which would be determined by the buyer, based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

3.13. For Gem registration process Bidder may refer the following link <https://aim.gov.in/pdf/GeM-query-resolution.pdf>

**3.14. Bank Details of NMPA:**

Name of the Bank: State Bank of India, Panambur, Mangalore - 575 010.

Bank A/C No. 10205649448

IFSC Code: SBIN0002249

MICR Code: 575002011

GST No: 29AAALN0057A2ZG

3.15. Contact Persons of NMPA: Mr. Harender Kumar, Deputy Materials Manager (i/c), Phone 0824-2887721/726, E- mail: [harender.kumar@nmpt.gov.in](mailto:harender.kumar@nmpt.gov.in), [vinayaraj.cg@nmpa.gov.in](mailto:vinayaraj.cg@nmpa.gov.in)

#### **4. Minimum qualification criteria and documents required**

4.1. Manufacturer, Indian subsidiary of Manufacturer, Authorized Dealer/Distributor/Channel Partner/Stockiest/Retailer/Reseller of manufacturer or Authorized Dealer/Distributor/Channel Partner/Stockiest/Retailer/Reseller of Indian Subsidiary of manufacturer are eligible to participate in the tender. MQC requirement for each category of bidder is listed below:

4.1.1. Manufacturer.

(Copy of Manufacturing License or copy of Company Registration, or authentic document establishing the bidder as the manufacturer of offered product should be submitted.)

**or**

4.1.2. Indian subsidiary of Manufacturer. (Documentary evidence clearly establishing the bidder as Indian Subsidiary of Manufacturer along with documents as per 4.1.1 above, for the manufacturer should be submitted.)

**or**

4.1.3. An Authorized Dealer/Distributor/Channel Partner/Stockiest/Retailer/ Reseller of manufacturer. (Original letter of authorization clearly mentioning the bidder as Authorized Dealer/Distributor/Channel Partner/Stockiest/Retailer/ Reseller from the manufacturer along with documents as per 4.1.1 above, for the manufacturer who has authorized the bidder should be submitted. This Letter of Authorization should be on the letterhead of the Manufacturer and should be signed by a person competent and having the authority /power of attorney to sign the document. Any authorization letter specific to only this tender will not be accepted.

**or**

4.1.4. An Authorized Dealer/Distributor/Channel Partner/Stockiest/Retailer/Reseller of Indian Subsidiary of manufacturer. (Original letter of authorization clearly mentioning the bidder as Authorized Dealer/Distributor/Channel Partner/ Stockiest/ Retailer /Reseller from the Indian Subsidiary of Manufacturer along with documents as per 4.1.1 and 4.1.2 above for the manufacturer who has authorized the bidder needs to be submitted. Letter of Authorization should be on the letterhead of the Indian Subsidiary of Manufacturer and should be signed by a person competent and having the authority / power of attorney to sign the document.

4.1.5. Entities at 4.1.3 and 4.1.4 should submit Manufacturer Authorization Form as per format 10.7.

4.1.6. Offered products must be NABL/ILAC approved. Document to prove such approval should be submitted along with the bid.

- 4.1.7. Bidder must have valid DPL (Dealer Possession License) at the time of bidding. Copy of valid DPL should be submitted along with the bid.
- 4.1.8. Bidder must have valid PESO certificate of offered intrinsically safe product. Valid PESO certificate of offered intrinsically safe product should be submitted along with the bid.
- 4.1.9. The Bidder should have successfully completed Similar Works (Supply of VHF Handsets/ Base Stations and Liasioning with WPC for issue of license.) during last 7 (Seven) years ending last day of month previous to the one in which tenders are invited. Value of such work(s) can be any one of the following:
- 4.1.9.1. Three similar completed works, each costing not less than Rs 27.82 Lakhs Incl GST. OR
  - 4.1.9.2. Two similar completed works, each costing not less than Rs. 34.78 Lakhs Incl GST. OR
  - 4.1.9.3. One similar completed work , costing not less than Rs. 55.65 Lakhs Incl GST.
- 4.1.10. Following documentary proofs in respect of above should be submitted along with the technical bid to prove MQC as per clause 4.1.9:
- 4.1.10.1. Copy (ies) of Purchase Orders / Work Orders/LOA.
  - 4.1.10.2. Copy of Proof of Execution (Completion Certificate issued by Purchaser / End User or Inspection certificate issued by inspection agency / Purchaser / End User or Payment invoice along with proof of payment issued by Purchaser /End User). The proof of execution should clearly have cross reference No. of Purchase Orders / Work Orders/LOA.
- 4.1.11. Average Annual Financial Turnover: The Average Annual Financial Turnover during the last 3 years (2020-2021, 2021-22 & 2022-23) should be 30% of estimated cost (Rs. 69,56,690.00) i.e. Rs. 21 Lakh. The Copies of Annual Turnover signed by CA with UDIN Number or Profit & Loss Account & Balance Sheet for the Last three Years with UDIN Number must be submitted as Documentary Evidence. Documents required to prove MQC shall be furnished along with the bid. Non submission of these documents will lead to rejection of the bid.
- 4.2. Additional documents required:**
- 4.2.1. Technical data compliance. Technical data of the required products are given in section 8 of this document. Bidder shall give compliance/deviation of each item of technical data for each product.
  - 4.2.2. Offered Product Catalogue/Specification.
  - 4.2.3. Undertaking in letterhead of bidder as per format 10.8, regarding bidder/subcontractor from a country sharing land border with India.
  - 4.2.4. Format for detailed bill of materials as per format 10.1

- 4.2.5. Certificate for post-sale support as per format 10.2
- 4.2.6. Particulars of bidder as per format 10.3
- 4.2.7. Bank details of the bidder as per format 10.4
- 4.2.8. Under Taking Letter on declaration, indemnification as per format 10.5
- 4.2.9. Verification Of Local Content as per format 10.6
- 4.2.10. Check list as per format 10.11
- 4.3. The Bill of materials shall be consistent with the BoQ and should include any other additional hardware's, fittings etc required for complete delivery of the system scope of work and detailed technical specifications
  - 4.3.1. The bidder shall furnish the detailed schematic diagram of the offered solution, clearly specifying / depicting various functional modules and their inter-connections setup.
  - 4.3.2. The bidder shall furnish the technical catalogue / brochure /datasheets for each equipment covering full technical & environmental specifications, principle of operation, design features, test and monitoring facilities, guaranteed performance data, power consumption, dimensional and mounting details, functional block diagrams, description of operation, procedure and facilities etc as a minimum.

## 5. General Conditions of Contract

- 5.1. The Contract Period is **3 Months** from the date of issue of Gem Contract Order. The rates quoted are firm till the completion of contract and inclusive of all taxes & transportation charges on FOR destination basis and applicable taxes shall be mentioned separately. Any delay from DOT in award of Decision to Grant License (DGL) will not be counted in this period.
- 5.2. The materials to be supplied from the latest manufactured batch, against Purchase Order within **3 Months** from the date of issue of Purchase Orders. The Supplier should replace the consignment if supplied items are not as per technical specification of BOQ as mentioned in **Bill of Quantities (BoQ)**.
- 5.3. The materials shall be securely packed and dispatched to NMPA Main stores Panambur, Mangalore 10, duly covering the transit insurance. Any damage to the items during transportation shall be to suppliers account. If the supplied items are rejected due to any error/ defects in the technical specification/Make/Quality/Size/Weight, supplier has to make his own arrangements at his cost to lift the rejected materials and to replace the same immediately without any delay.
- 5.4. The materials to be supplied should confirm to the specification. Make/Quality/Size/Weight of the item/Materials to be supplied shall be as per the approved make. The details such as make, specification, confirmation to relevant standards, catalogue, shall be furnished.
- 5.5. The price quoted should be firm and including GST for delivery at NMPA Central Stores. The applicable charges like freight & other charges and the percentage of GST shall be included in the quoted price. Also, a list mentioning the HSN code/Accounting Code of Service (As applicable) of the item of the BOQ has to be attached without fail. GST as applicable shall be quoted/ claimed as separate line items in the Tax Invoice.
- 5.6. Tax shall be deducted as per applicable rates on the value of supplies exceeding the limit permitted according to GST Act.
- 5.7. The vendor shall upload the Tax invoices in the GST Network within the due date. The Vender shall file the applicable Tax Returns with Tax Departments in time and should submit the name as documentary evidence.

- 5.8. The vendor shall inform NMPA if the vendor is registered under Composite Scheme of GST.
- 5.9. Supplier from outside Karnataka shall ensure that the delivery of goods shall be provided at NMPA Panambur. The Tax invoice shall charge IGST & not CGST / SGST of the State of Supplier.
- 5.10. **Delivery period for Supply in full shape:** Within **3 Months** from the date of issue of Gem Contract Order/ Letter of Acceptance/Purchase Order. The materials will have to be supplied on 'Door delivery' basis to our stores at New Mangalore Port Authority, Panambur, Mangalore duly insured at your cost. The materials are to be supplied from the latest manufactured batch.
- 5.11. **Warranty:** The contractor shall guarantee that the stores supplied shall comply fully with the specifications laid down, for material, workmanship and performance.  
Warranty requirements and product support requirements for the product and service are detailed **Technical Specification**. If any defects are discovered therein or any defects therein found to have developed under proper use, arising from faulty stores design or workmanship, the Contractor shall remedy such defects at his own cost provided he is called upon to do so within the Warranty period.
- 5.12. If, in the opinion of the NMPA, it becomes necessary to replace or renew any defective stores such replacement or renewal shall be made by the Contractor free of all costs to NMPA, provided the notice informing the Contractor of the defect given by NMPA in this regard within the said period of 28 months from the date of acceptance thereof.
- 5.13. Should the contractor fail to rectify the defects, NMPA shall have the right to reject or repair or replace at the cost of the contractor the whole or any portion of the defective stores.
- 5.14. The decision of NMPA notwithstanding any prior approval or acceptance or inspection thereof on behalf of NMPA, as to whether or not the stores supplied by the Contractor are defective or any defect has developed within the said period of 24 months or to whether the nature of the defects requires renewal or replacement, shall be final, conclusive and binding on the Contractor.
- 5.15. All the supplied items shall be guaranteed for a period of 24 months and accessories shall be guaranteed for a period of 12 months from the date of arrival of the stores at NMPA site. To ensure that the spares shall be available in the open market of India for a period of 10 years.

5.16. The Port Authority reserves the right to reject any of the Bidding without assigning any reason there of and does not bind to accept lowest quotation. Also NMPA reserves the right to order partially or as mentioned in the Bidding.

5.17. **Insurance:** No insurance charges are payable by this department and the goods are to be Dispatched to Central Stores New Mangalore Port Authority, Panambur Mangalore (Karnataka State) at the risk of successful Bidder. Any loss or damage in transit will have to be borne by the successful Bidder.

5.18. **Banning /Debarring:**

In the following cases, firms or individuals shall be banned / debarred including declaring them ineligible, either indefinitely or for a stated period of time, to participate in the Biddings to be floated:

5.18.1. In the event of withdrawal from the bidding process after submission of offers.

5.18.2. In the event of not honoring the letter of intent and the PO/Work order.

5.18.3. Fail to supply the ordered materials/execute the work in the prescribed period.

5.18.4. If any of the bidder(s) is found presenting misleading/ false information/ documents in the Bidding forms, statements, bills and invoices etc.

5.18.5. If a firm submits fraudulent, un-en cashable Financial Instruments stipulated under the Bidding and Contractual conditions.

5.18.6. If a firm violates the Code of Ethics mentioned above and directly or through an agent, engages in corrupt, fraudulent, collusive or coercive practices in procurement or execution of Contract.

5.18.7. If makes fraudulent attempts to pass off or mis-declare inferior goods or short quantities.

5.18.8. If violation of Fall Clause by Rate Contract holding Firms.

5.18.9. If attempts to influence NMPA's decisions on scrutiny, comparison, valuation and award of Bidding.

5.18.10. On account of doubtful loyalty to the country or national security consideration as determined by appropriate agencies of the Govt. of India. (Normally such banning/ blacklisting would be initiated by the Central Govt. / Ministry).

5.18.11. Names of Banned/ Debarred firms will be widely shared and put on the Website, to prevent inadvertent business dealings by any unit of Port. An order for banning/debarring passed for 2 years shall be deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal order of revocation, except that an order of banning/ debarring passed on account of doubtful loyalty to the country or national security consideration shall continue to remain in force until it is specifically revoked.



### **5.19. Disputes**

5.19.1. Any disputes relating to the Bidding and supply order shall be settle by amicable settlement between Contractor and Employer failing which matter will be refer to CME, NMPA whose decision shall be final and binding on both parties.

5.19.2. The agreement shall governed by laws of India and court at Mangalore shall have exclusive Jurisdiction.

5.20. Law: The Work order shall be considered and made in accordance with the laws of the Republic of India. The Work order shall be governed by and interpreted in accordance with the laws of the Republic of India.

5.21. Effective Date of the Contract Order: Normally the contract shall come into effect on the date of its acknowledgment by the NMPA (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract Order.

5.22. Dispute Resolution: All disputes or differences arising out of or in connection with the Work order shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Work order or relating to construction or performance, which cannot be settled amicably, shall be referred to the Chairman NMPA, whose decision shall be final and binding on either parties. The Agreement shall governed by laws of India and court at Mangalore shall have exclusive Jurisdiction.

5.23. Dispute resolution Board: Either party aggrieved by the decision of the Chairman NMPA may refer the dispute before Dispute resolution Board. Dispute resolution Board shall consist of a presiding officer as mutually agreed by both the parties failing which will be nominated by Chairman NMPA. The said board may resolve the dispute as per procedure evolved by it. However subject to compliance of principle of natural justice. Advocates are not allowed to participate in the proceedings before the board and both parties shall be represented by their full time Officer. The decision/order passed by the board shall be final and binding on both parties. The cost of proceedings will be borne by both parties

5.24. Penalty for use of Undue influence: The bidder undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward,

commission, fees, brokerage or inducement to any person in service of NMPA or otherwise in procuring the Supply Orders or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Work order or any other Work order with the Government of India for showing or forbearing to show favor or disfavor to any person in relation to the present Work order or any other Work order with the Government of India. Any breach of the aforesaid undertaking by the NMPA or any one employed by him or acting on his behalf (whether with or without the knowledge of the bidder) or the commission of any offence by the NMPA or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle NMPA to cancel the Work order and all or any other Supply Orders with the Bidder and recover from the Bidder the amount of any loss arising from such cancellation. A decision of NMPA or the nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Bidder. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Bidder towards any officer/employee of NMPA or to any other person in a position to influence any Officer /employee of the NMPA for showing any favor in relation to this or any other Supply Order shall render the Bidder to such liability/ penalty as NMPA may deem proper, including but not limited to termination of the Supply Order, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by NMPA.

5.25. Access to Books of Accounts: In case it is found to the satisfaction of NMPA that the bidder has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the bidder, on a specific request of NMPA, shall provide necessary information/ inspection of the relevant financial documents/information.

5.26. Non-disclosure of Contract documents: Except with the written consent of the NMPA/Bidder, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

5.27. Penalty (LD Clause): The material shall be supplied within the stipulated period mentioned in the purchase order to avoid any penalty for late delivery. If the materials are not supplied within the delivery period, Liquidated Damage will be levied on the undelivered portion at the rate of 0.5 % of the value of the material per week or part

thereof, subject to a maximum of 10% of the total tax invoice value of the item. In the event of forfeiting the LD / SD GST is applicable & while imposing penalty GST shall be collected.

5.28. The Port Authority reserves the right to reject any of the Bidding without assigning any reason there of and does not bind to accept lowest quotation. Also NMPA reserves the right to order partially or as mentioned in the Bidding.

5.29. Transfer and Sub-letting: The Bidder has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

5.30. Amendments: No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

#### 5.31. Taxes and Duties

5.31.1. GST is included in the quoted price.

5.31.2. Income Tax (TDS) as at such rates applicable from time to time will be deducted at source from bills and a certificate to this effect will be incurred. The deduction of TDS can however is waived if exemption Certificate is produce from Income Tax Authorities. Deduction of Income Tax at reduced rates can be considered subject to production of valid certificate for the period from Income Tax. TDS as 2% as on supply order will be deducted towards TDS on GST if the order value exceeds Rs.2,50,000/-.

5.31.3. On the bids quoting GST, the rate and the nature of tax applicable at the time of supply should be shown separately. Taxes will be paid to the bidder at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of services is legally liable to GST and the same is payable as per the terms of the contract.

5.32. Bidder shall hold Dealer Possession License.

5.33. Bidder to indicate the customer care center and OEM Service center in India, for after sales warranty support.

5.34. Firm must produce certificates of National Accreditation Board of testing and Calibration Laboratories (NABL) Government of India approved laboratory/International Laboratory accreditation corporation (ILAC).

- 5.35. Offered products should strictly as per the technical specification mentioned in section 8 of this document.
- 5.36. The contractor will be solely held responsible for the stores being sufficiently and properly packed for transportation by Rail/Road to withstand transit hazards and ensure safe shipment to the destination hub at NMPA. The expenses incurred for packing and marking should be borne by the contractor.
- 5.37. NMPA will not pay separately for transit Insurance, all risks in transit being exclusively of the contractor and NMPA shall pay only for such stores as are actually received in good condition in accordance with the contract.
- 5.38. The contractor is responsible for bearing any charges related to both the service and transportation after the successful supply of materials. This responsibility includes any costs incurred during the warranty period.
- 5.39. Indemnity: The Contractor shall warrant and be deemed to have warranted that all stores supplied against this contract are free and lean of infringement of any patent, Copy Right or Trade Mark and shall at all times indemnify NMPA against all claims which may be made in respect of stores for infringement of any right protected by patent, registration of design or trade mark, and shall take all risk of accident or damage which may cause a failure of the supply from whatever cause arising and the entire responsibility for the sufficiency of all the means used by him for the fulfillment of the Contract.
- 5.40. Health, Safety and Environment [HSE] Management
- 5.40.1. HSE Management requirement of NMPA has to be complied with by the Contractors during executing their Job. Requirements stipulated in this section shall supplement the requirements of 'HSE Management' given in relevant act(s) / legislation(s).
- 5.40.2. REQUIREMENTS OF 'HEALTH, SAFETY AND ENVIRONMENT [HSE] MANAGEMENT SYSTEM' TO BE COMPLIED BY BIDDERS:
- 5.40.3. Preferably, the Contract should have a documented 'HSE Policy' to cover commitment of their organization to ensure health, safety and environment aspects in their line of operations.
- 5.40.4. The Contractor shall ensure that the NMPA's 'Health, Safety and Environment [HSE]' requirements are clearly understood and faithfully implemented at all level, at sites.
- 5.40.5. Contractor shall promote & develop consciousness for health, safety & environment among all personnel working for the Contractor. Regular work-site meetings shall be arranged on 'HSE' activities to cover hazards involved in various operations during executing their jobs, location of First Aid Box, trained

- personnel to give First Aid, Assembly Points, standby Ambulance or vehicle and fire protection measures such as fire hydrant, water and fire extinguishers, etc.
- 5.40.6. Non-conformance of 'HSE' by Contractor [including his sub-Contractors] as brought out during review/audit by NMPA / external agency authorized by NMPA, shall be complied by Contractor and its report to be submitted to NMPA.
- 5.40.7. Contractor shall adhere consistently to all provisions of 'HSE' requirements. In case of non-compliance of continuous failure in implementation of any of the 'HSE' provisions, NMPA may impose stoppage of work and a suitable penalty for non-compliance. The decision of imposing work-stoppage, its extent & monetary penalty shall rest with NMPA.
- 5.40.8. All fatal accidents and other personnel accidents shall be investigated for root cause by NMPA and Contractor shall extend all necessary help and cooperation in this regard. Recommend corrective and preventive actions of findings will be communicated to Contractor for taking suitable actions should be taken by the Contractors to avoid recurrence of such incidences.
- 5.40.9. Contractor shall ensure that all their staffs and workers, including their sub-Contractor(s), shall wear 'Personal Protective Equipment's [PPEs]' such as Safety Helmets, Safety Shoes, Safety Belts, Protective Goggles, Gloves, etc., as per job requirements. All these gadgets shall conform to relevant IS specifications or equivalent.
- 5.40.10. Contractor shall assign competent & qualified personnel for carrying out various tasks/jobs as per requirement.
- 5.40.11. All equipment's should be tested and certified for its capacity before use.
- 5.40.12. Contractor shall ensure storage and utilization methodology of materials that are not detrimental to the environment. Where required, Contractor shall ensure that only the environment-friendly materials are used.
- 5.40.13. All persons deployed at site shall be knowledgeable of and comply with the environmental laws, rules and regulations relating to the hazardous material substances and waste. Contractor shall not dump release or otherwise discharge or dispose off any such materials without the express authorization of NMPA.
- 5.40.14. Contractor should obtain all work permits before start of activities [as applicable] like hot work, confined space, work at heights, storage of chemicals/explosive materials and its use & implement all precautions mentioned therein.

5.40.15. Contractor should display at site office and work locations caution boards, provide posters, banners for safe working to promote safety consciousness, etc.

5.40.16. Contractor should carryout audits/inspections/supervisions at the sub-Contractor's works and submits the reports for review by NMPA.

5.40.17. **RELEVANT CODES FOR 'PERSONAL PROTECTION EQUIPMENTS**

2925 – 1984	Industrial Safety Helmets
47701 – 1968	Rubber Gloves for Electrical Purpose
5994 - 1973 [Part-I]	Industrial Safety Gloves [Leather & Cotton Gloves]
1989 - 1986 [Part-II]	Leather Safety Boots & Shoes
5557 - 1969	Industrial & Safety Rubber Knee Boots
5519 – 1971	Code of Practice for Selections, Care & Repair of Safety Footwear
11226 – 1985	Leather Safety Footwear Having Direct Moulding Sole
5983 - 1978	Eye Protectors
9167 - 1979	Ear Protectors
3521 - 1983	Industrial Safety Belts & Harnesses

5.40.18. **IMPOSITION OF PUNITIVE FINES:**

Punitive fines on contractors are imposed for repetitive violation of safety rules & regulations during execution of jobs. Objective of punitive fines is to work as deterrent for contractors in violation of safety rules & regulation and to improve safety atmosphere in general at all site.

Guidelines for imposition are described below:

- 4.1) For first time violation of safety rules & regulation by any contractor, HOD (F&S) will issue a warning letter to contractor with intimation to OIC of work center and EIC (Engineer-in-Charge)/ OIC (Officer-in-Charge)
- 4.2) In case of second time violation of safety rules & regulations by same contractor, OIC will call contractor in person and will have a meeting to discuss reason for repetitive violation along with EIC and HOD (F&S). A warning letter will also be issued by EIC to contractor.

## 6. Scope of work

6.1. **Background:** NMPA holds a license for establishing a Wireless Station for Port operation and is responsible for maintaining efficient communication systems within the port area. This license was issued by the Government of India, Ministry of Communications and Information Technology. This license includes VHF Handsets (Make Kenwood, Model No.TK -2207 and TK- 2160), Base/Mobile Sets (Make Kenwood, Model No.TK-7100) and Repeater Station (Make Kenwood, Model No.TK-750) which are almost 13 years old. However, some sets are operational and some are defective and beyond economical repairs.

In light of this, NMPA is proposing to procure new Digital Mobile Radio (DMR) equipments to enhance communication efficiency while retaining the existing license. The successful bidder has to (i) Supply new equipments as listed elsewhere in this document. (ii) Dispose off existing defective VHF sets (iii) Remove the old VHF equipments from the existing WPC VHF License and incorporate new DMR VHF equipments in the existing VHF license issued by WPC. In this regard, experienced firms are requested to submit the Offers through GeM Portal.

### 6.2. BRIEF DESCRIPTION OF THE REQUIREMENT:

These VHF Handsets are also used during Emergency Response/Disaster Management for co-ordination with various sections/departments like port craft, Pilots, Mooring Staffs, Fire and Safety, CISF, Mechanical Department, Security Personal, Marine Services Etc.

Under the scope of present tender, NMPA desires to replace existing old VHF equipments as detailed below.

Sl. No	Model	Qty (Nos.)
1	Make Kenwood, Model No.TK -2207, Ordinary VHF Set	55
2	Make Kenwood, Model No.TK -2160, Intrinsically Safe VHF Set	15
3	Make Kenwood, Base/Mobile Station TK-7100	36
4	Make Kenwood, Repeater Station TK-750	2

The offered digital VHF Handsets, Base stations and repeaters must be of same brand, provide uniform coverage, reliable and seamless communication facility for critical O&M activities and Emergency Response inside NMPA.

The offered digital VHF Handsets, Base/Mobile and Repeater must be capable to work in single site, multi-site and multi-repeater environment with dynamic channel allocation. The Offered digital Radio must have capability for automatic roaming in multi-site and multi-repeater environment.

The offered system must have facility to work at two different adjacent locations for dynamic allocation of channels and in case of one site gets non-operational another site should start providing dynamic channel allocation automatically as per its channel capability.

Digital walkie-talkies, base stations and repeaters are proposed to provide superior voice quality, seamless communication, better spectrum utilization, future scalability and to achieve wider and uniform coverage portable communication inside the complex.

Further, during changeover from old Trans receivers to New Trans receivers there should not be any downtime (or if at all is inevitable should not cross more than 15 days). All required permission from WPC shall be in the scope of Vendor. NMPA shall deposit requisite fees as applicable against demand note issued by DoT, WPC.

Schematic drawing of the requirement is given in the detailed technical specifications

6.3. **DETAILED SCOPE OF WORK:** The detailed scope of work & supply shall include the following:

6.3.1. Site Survey, System Design, Freq/Channels Planning: Immediately after completion of contract related formalities like signing of contract agreement and submission of contract performance and bank guarantee, the vendor has to depute its authorized representatives at site for site survey. During site survey following activities needs to be carried out:

6.3.1.1. Site visit and study of existing systems, locations of Base stations, freq, channel plan.

6.3.1.2. Understanding of technical details of existing systems and new requirements.

6.3.1.3. Identifying locations of new base stations, repeaters as per coverage required.

6.3.1.4. Identifying freq/channel plan / Speech patterns /user/group programming requirement.



- 6.3.1.5. Carry out RF planning to provide adequate coverage in target area.
  - 6.3.1.6. Identifying cable route, space & Power requirement etc.
  - 6.3.1.7. Understanding of site specific communications requirements for programming purpose.
  - 6.3.1.8. Detailed report needs to be submitted to NMPA for approval covering the above details within 15 days from site visit date
- 6.3.2. Co-ordination with WPC/DOT, Obtaining/Retaining existing license from WPC/DoT : The vendor shall be responsible for Liaisoning/ co-ordination with WPC /DOT for obtaining all necessary clearance / license for offered radios, which includes the following:
- 6.3.2.1. Preparing of case files, documentation, specifications, application forms, drawings etc.
  - 6.3.2.2. Processing, submission of application to WPC for de –licensing of old radios. Vendor will liaison/coordinate with WPC/DOT/Concerned authorities for approval of replacement of old/existing radios. It should obtain the said approval from the concerned authority. The destruction/replacement of old radios with new digital ones and subsequent updating of the existing license (includes 55 Nos. Ordinary VHF Handsets, 15 Nos. Intrinsically Safe VHF Handsets, 36 Nos. Base/Mobile Stations, 2 Nos. Repeater Stations) from WPC/DOT/Concerned authorities should be obtained from the concerned authority. Once the Existing License is updated after supply of new replaced DMR radios (with newly supplied 50 Nos Ordinary DMR VHF Handsets, 50 Nos. Intrinsically Safe DMR VHF Handsets, 30 Nos DMR Base/Mobile Stations, 2 Nos. DMR Repeater Stations), vendor will liaison/coordinate with WPC/DOT/Concerned authorities for additional Radio Equipment (35 Nos Intrinsically Safe DMR VHF Handsets) and its subsequent license updation. The supply of the additional Equipment along with the updated license should be completed within 03 months from the date of permission from WPC. However, delay (beyond three months from the date of application made to WPC) in award of decision (by WPC) to grant license will not be counted in the delivery period.
  - 6.3.2.3. Periodic follow up, co-ordination with WPC /DoT offices for processing of LoA.
  - 6.3.2.4. Obtaining LOA and demand note for new radios.

- 6.3.2.5. Deposit of DD/Cheque issued by NMPA for spectrum charges, royalty, license fee etc., to WPC/DoT for processing of License.
  - 6.3.2.6. In case online payment is to be made through Non-Tax Receipt (Bharatkosh) portal, the vendor must inform NMPA regarding the POA details, account head to which payment is to be remitted etc.
  - 6.3.2.7. Arranging inspections/ testing of the system by statutory authorities (if required).
  - 6.3.2.8. Vendor must submit status report to NMPA on every fortnight for periodic examination of actual progress made with respect to the activities mentioned above. Reason for delay (if any) and necessary measures taken to expedite the same needs to be submitted along with all supporting documents.
  - 6.3.2.9. NMPA shall provide all relevant documents, existing license details, and pay any applicable license fees, deposits etc within 15 days of submission of demand note to NMPA. However, vendor shall be solely responsible for obtaining necessary license from DOT / WPC for new /replacement handsets.
  - 6.3.2.10. NMPA would take no delivery of equipment without prior License clearance from WPC. The entire process of replacement of existing Handsets & its subsequent updation of license & procurement of new additional Equipment along with its subsequent license updation should be done as per the law and all due procedures and processes are to be taken care of. Vendor shall have to ensure the follow up of all the concerned procedures for the above mentioned procurement and license updation.
- 6.3.3. Supply, Installation, Testing & Commissioning:
- 6.3.3.1. Scope includes supply of Digital ordinary and intrinsically safe portable VHF Handsets/radios, DMR VHF Base/Mobile station and repeaters of **same OEM make**. The offered radios must be supplied along with programming kits (Hardware/software), testing, documentation, warranty, training, WPC clearance, and amendment of existing license, etc complete in all at NMPA Panambur, Mangalore, Karanataka.
  - 6.3.3.2. The scope of supply include the following.
    - 6.3.3.2.1. Digital (DMR) Ordinary handheld portable VHF radios (Walkie talkies) : **50 Nos.**
    - 6.3.3.2.2. Digital (DMR) Intrinsically safe and PESO approved handheld portable VHF radios (Walkie talkies) : **50 Nos.**

- 6.3.3.2.3. Digital (DMR) fixed Base/Mobile Station : **30 Nos.**
- 6.3.3.2.4. Digital VHF Repeater : **02 Nos.**
- 6.3.3.2.5. Accessories as detailed in BOQ
- 6.3.3.2.6. Pole/Mast Min 2-3 M for base stations – 05 Nos. Self-supporting Tower Min. 15M for Repeaters- **02 Nos.** Tools: RF power meter compatible with offered VHF handheld radios along with connector / cables – **1 Nos.**
- 6.3.3.2.7. All material and accessories required for installation of the system
- 6.3.3.3. All offered DMR VHF sets, DMR Intrinsically safe VHF Radios, Base/Mobile Stations and Repeaters shall be of same make. All accessories must be Genuine OEM make only .In case, any accessories of VHF Equipments is not manufactured by the OEM, the offered accessories must be recommended by OEM.
- 6.3.3.4. Details technical specification cum evaluation sheet of tender documents attached as an **Technical Specification**
- 6.3.3.5. The bidder shall furnish details of bill of material, such as hardware units, software/firmware, functions, and quantity etc required for complete delivery of the offered system as per Bill of materials (BoM) format place at **Bill of Quantities (BoQ)**. The Bill of materials shall be consistent with the SOR quantity and include any other additional hardware, fittings etc required for complete delivery of the system, scope of work and detailed technical specifications. After delivery of material at site, On Delivery Acceptance Test (ODAT) shall be singed between NMPA and vendor upon verification of material w.r.t. BoM and physical verification of material as per tender specifications. Vendor shall deploy its authorized representative / engineer for ODAT. The Bidder shall confirm the readiness for carrying out the ODAT at least 07 days in advance.
- 6.3.3.6. **INSTALLATION, TESTING AND COMMISSIONING:** After delivery of the system at site, vendor shall arrange installation testing and commissioning of the Handset/radios as per NMPA requirement. The scope shall include but not limited to the following:
  - 6.3.3.6.1. Installation of Pole/Mast by preparing necessary PCC works on rooftop for Base stations and self-supporting Tower for repeaters– IDU and Power Supply Unit.
  - 6.3.3.6.2. Installation of repeaters and others associated equipment and complete system must be fitted inside OEM standard housing.
  - 6.3.3.6.3. Laying of RF cable from Base Station/Repeater to Antenna
  - 6.3.3.6.4. Programming and configuration of frequency and channel parameters
  - 6.3.3.6.5. Programming of Repeater station, Walkie Talkies, Base/Mobile Stations

6.3.3.6.6. Testing for voice quality

6.3.3.6.7. Testing of coverage

6.3.3.7. Vendor must provide the applicable software/ license /programming kits for re-configuration of digital transceivers (DMR VHF Handsets, DMR Intrinsically Safe VHF Handsets DMR Base/Mobile station and DMR Repeaters) to make it compatible with full feature transparent and to meet any future requirement.

#### 6.3.4. Site Acceptance Test

6.3.4.1. After Installation and commissioning of the radios at site, vendor shall arrange site acceptance test for supplied equipment's covering the following as minimum:

6.3.4.1.1. Verification of Inventory

6.3.4.1.2. Verification of frequency parameters programmed in each device

6.3.4.1.3. Verification of Technical specifications

6.3.4.1.4. Verification of RF output power.

6.3.4.1.5. Verification of IS batteries/backup time

6.3.4.1.6. Verification of documents and test reports including

6.3.4.1.6.1. Product Catalog

6.3.4.1.6.2. User manual

6.3.4.1.6.3. Verification of Test certificates of the product (approved by NABL/ILAC)

6.3.4.1.6.4. Verification of PESO approval for Intrinsically safe handsets

6.3.4.1.6.5. Warranty certificate

6.3.4.1.6.6. Post warranty support certificates

6.3.4.1.7. Verification of WPC license documents (LoA, DPL etc)

6.3.4.1.8. Field testing, trail run (min 72 hrs) for coverage, audio quality, interference etc within NMPA.

6.3.4.2. For all types of inspection & testing, vendor shall prepare and submit Test Procedures & Plans to NMPA for approval. The Test plans & procedures need to be submitted well in advance before the commencement of actual testing. The procedures/plans shall include time schedule for the tests, purpose/objective of test, identification of test inputs, test procedure and details of desired output, a column for actual value obtained during the tests and remarks on test result.

6.3.4.3. **TEST REPORT:** The observations and tests results obtained during various tests shall be compiled and documented to produce Test reports by the Vendor. The Test reports shall be prepared & submitted for each equipment/ item and the system. The report shall contain the following information as a minimum:

6.3.4.3.1. Unit/Equipment under Test

- 6.3.4.3.2. Test conducted.
  - 6.3.4.3.3. Test procedures.
  - 6.3.4.3.4. Test results.
  - 6.3.4.3.5. Remarks & comparison of tests results with the anticipated test result as given in test plans and reasons for deviations if any.
- 6.3.4.4. NMPA reserve the right to inspect and test supplied equipment by any third party/agency (appointed by NMPA), for their guaranteed performance & specifications if required.

### 6.3.5. On Site Warranty Support

- 6.3.5.1. Warranty of complete system shall be guaranteed to give specified performance for a period of 24 months or as per specifications and 12 months for associated accessories from the date of acceptance of the system by the owner. This warranty shall survive inspection of goods and acceptance of the system.
- 6.3.5.2. During warranty period vendor shall depute qualified service engineer (at its own cost) at least once in every four month for carrying out testing / servicing of the newly supplied Equipment/handsets/ on site and vendor must carry all tools tackles during site visit.
- 6.3.5.3. The vendor shall carry out following activities during site visits:
  - 6.3.5.3.1. Visual inspection of for any defect, damage
  - 6.3.5.3.2. Testing of Tx/Rx RF parameter
  - 6.3.5.3.3. Testing of Audio quality/ Range
  - 6.3.5.3.4. System integrity test
  - 6.3.5.3.5. Battery testing
  - 6.3.5.3.6. Servicing of each handset as per OEM approved procedures
  - 6.3.5.3.7. If any change /modify of handsets parameter required must be completed on site. If any problem is observed during such visits, it should be rectified within 72 hours.
- 6.3.5.4. A detailed site visit report needs to be submitted to Engineer-in-charge prior to leaving the site.

### 6.3.6. Technical Support

- 6.3.6.1. **ON-LINE SUPPORT:** This includes 24 x 7 (24 hours x 7 days a week) on line support for vendor-supplied equipment. NMPA shall utilize this service by intimating the bidder of its unique customer ID in case of any contingency and Vendor in turn provide telephonic support. Depending

upon the severity of the issue, engineer shall be deputed at site by the vendor (at its own cost).

6.3.6.2. For providing online technical support, the necessary hardware and software shall be provided free of cost to NMPA, so as to directly logging into the system from outside NMPA by the Vendor's technical support team.

6.3.6.3. **ON-SITE SUPPORT:** For the problems not resolved through above-mentioned On-line technical support service, the vendor shall provide on-site technical support all throughout the warranty period of 24 (twenty-four) months. For the same, vendor's service engineer/personnel capable of system level troubleshooting, shall be made available along with required tool, tackles & maintenance spares at NMPA locations to resolve the problem efficiently. Additionally the following shall also apply:

6.3.6.4. During the warranty period the vendor shall use his own instrument, spares, man-hour, communication facilities, hardware, software, materials, etc. for the rectification of any problem.

6.3.6.5. The "turnaround time" for the rectification of the problem shall not exceed 72 hours. (Turnaround time: From the time of placement of first service call to Vendor's representative until the system is restored fully to the satisfaction of the Owner.)

6.3.6.6. **ADVANCE REPLACEMENT SERVICE:** Under "Advance Replacement" service, vendor should provide replacement of a defective Fields Replacement Unit (FRU) by an equivalent FRU upon request of replacement from NMPA. Using this service, the vendor from its warehouse/ factory will ship an equivalent unit (feature, function, fit compatible) in maximum 30 days without waiting for receipt of the defective module / part(s). The defective module / part(s) will be sent to vendor immediately.

6.3.6.7. **TRAINING:** On-site technical training on system configuration of supplied equipment's shall be provided free of cost by the bidder/manufacturers to customer personnel for Min 2 man days.

#### 6.3.7. Details of Existing Radios

6.3.7.1. Existing radios is to be replaced with new Digital Radios after following all due procedures as laid down by WPC/DOT. NMPA shall not bear any cost towards upgradation of exiting radios. No payment apart from the quoted price in the SOR will be paid by NMPA.

6.3.7.2. Details of exiting digital radios are as under:

<b>Sl. No</b>	<b>Model</b>	<b>Qty</b>
1	Make Kenwood, Model No.TK -2207, Ordinary VHF Set	55
2	Make Kenwood, Model No.TK -2160, Intrinsically Safe VHF Set	15
3	Make Kenwood, Base/Mobile Station TK-7100	36
4	Make Kenwood, Repeater Station TK-750	2

## 7. Special Conditions of Contract

The total contract has two parts namely:

- a) Supply of Digital VHF Systems.
- b) Installation and Commissioning of the supplied system.

**1. DELIVERY SCHEDULE:** Supply Installation, Commissioning, testing and obtaining necessary permission from WPC, DoT the time schedule for the completion of the job in totality is 03 months from the date of FOA/PO whichever is earlier.

**2 PAYMENT TERMS:** Supply and service Part

- a) 90 % of supply & installation payment will be made against receipt, acceptance and installation at site of materials as per technical specification and SOR after submission of following documents.
  - (i) Invoice and delivery challan
  - (ii) Warranty Certificate
  - (iii) Certification by EIC with regard to Site Acceptance
- b) 5 % payment of supply part will be release after obtaining original copy of operating/Renewal/Updated license issued by WPC, DoT.
- c) Only Total 95% Payment will be made Within 20 days after the completion of supplies of all ordered materials & accepted by the user department along with all relevant documents- Guarantee/ Warranty Certificates/ Invoices etc. Balance 5% of the total Tax Invoice Value will be retained as SECURITY DEPOSIT and will be released without interest after completion of Guarantee/ Warrantee Period. Alternatively 100% Payment will be made against submission of Bank Guarantee for equivalent value towards security deposit from any Nationalized Bank and en-cashable at Panambur Mangalore. The BG should be valid for a minimum period of 24 months from the date of Supply, Installation, Configuration, Programming & Liasioning of DMR Hand Set, Base/Mobile Stations and Repeaters for use at NMPA, with claim period of 3 months thereafter.

1. Price Reduction Schedule / LD/ Penalty Clause – As per standard conditions of RFP



## 8. Technical Specification

### 8.1. VHF FULL BAND DIGITAL HANDHELD TRANSCEIVER

Frequency Range (MHz)	136-174
Types of Bandwidth	VHF Full Band
Channel Capacity	32
RF Power output Range	1 to 5 Watts (VHF)
Warranty	2 years
<b>PERFORMANCE FEATURES</b>	
Frequency Range (MHz)	136-174
Types of Bandwidth	VHF Full Band
Display	No
Channel Capacity	32
Channel Spacing	12.5 kiloHertz
Frequency Stability (± )	0.5 parts per million
Technology	Digital TDMA (2-slot)
Air Interface Standard	Open Standard DMR Tier-II
Antenna Impedance	50 Ohm
<b>TRANSMITTER</b>	
RF Power output	programmable
RF Power output Range	1 to 5 Watts (VHF)
FM Emission	11K0F3E,7K60FXD,7K60FXW
Digital Modulation	4FSK
Transmitter FM Hum/Noise (dB)	-40
Transmitter Modulation Limiting	+/- 2.5 KHz @12.5KHz
Transmitter Adjacent Channel Power (dBc)	-60
Audio Response	TIA603D
Audio Distortion	3 percent
Digital Vocoder	AMBE+2
<b>RECEIVERS</b>	
Analog Receivers Sensitivity for 12dB SINAD	0.18 - 0.22 microVolt
Digital Receiver Sensitivity at 5% BER	0.16 - 0.22 microVolt
Receiver Adjacent Channel Selectivity (dB)	70
Inter Modulation (dB)	70
Receiver Audio Output	0.5W – 1W
Receiver Rated Audio Distortion	3 percent
<b>ACCESSORIES</b>	
<b>Antenna for Handheld Transceiver</b>	
Rugged flexible Helical	yes

<b>Programming kit</b>	yes
User Manual with each radio sets provided free of cost in soft as well as hard copy	yes
Technical repairing & maintenance manual with complete block diagram, circuit layout etc in soft as well as hard copy	yes
<b>Battery Charger</b>	
Input voltage	230 V $\pm$ 10%,50 Hz
Output voltage	12V
Battery charger suitable for	Lithium-ion
Charging time for standard mode	6 to 14hrs
Charging time for rapid mode	1 to 3 hrs
Number of charging pockets	1
Indicator	For all modes of charging status
Belt clip	yes
<b>VARIOUS FEATURES</b>	
Simple Press to talk	YES
Low Battery Alert	yes
CTCSS or DCS	yes
Mixed Mode Operation (analog & digital)	yes
Signaling	2 Tone,5 Tone, Digital
Busy Channel Lockout	Yes
Capable of VOX for hands-free operation	Yes
If yes ,hands-free kit provided with radio set	No
Hands-free kit variants	No
Channel Scanning with call quieting facility	Yes
Talk-around	Yes
Automatic Number Identification (ANI)	No
Text message and predefined message	No
Keypad	No
Availability of Inbuilt GPS system	No
If yes, Horizontal accuracy	0 meter
Time to first fix(TTFF) cold start	0 minute
Time to First Fix(TTFF) Hot start	0 second
Capable of being Killed/ Unkilled	No
communication security	NA
Protocols supported in case of third party encryption	NA
<b>GENERIC</b>	
Weight of hand held Transreceiver with Battery	240 – 280 gram

Other features	CLEAR VOICE
<b>POWER SOURCE/BATTERY</b>	
Chemistry of Battery	Lithium-ion
Voltage rating of the Battery	7.4 $\pm$ 10%
capacity of Battery (mAH)	2450
Average Battery duty cycle '5/5/90 for digital Transmission	22 hour
Average Battery duty cycle '5/5/90 for analog Transmission	16 hour
<b>CERTIFICATION</b>	
BIS registration under CRS of Meity for the battery	Yes
BIS registration number and date for the battery	41070548
Tested by DCPW	No
<b>SAFETY</b>	
Protections	Reverse polarity protection & short circuit protection
<b>SERVICE</b>	
Warranty	2 years
<b>OPERATING CONDITION</b>	
Minimum Operating temperature	-30 degree Celsius
Maximum Operating temperature	55 degree Celsius
Minimum Storage temperature	-40 degree Celsius
Maximum Storage temperature	70 degree Celsius
Operating Humidity @40 degree C	MIL-STD-810 F
<b>TEST REPORT DETAILS</b>	
Dust test as per	MIL-STD-810 F
Vibration test as per	MIL-STD-810 F
Shock test as per	MIL-STD-810 F
Water Intrusion test as per	MIL-STD-810 F
Salt test as per	MIL-STD-810 F
Rain test as per	MIL-STD-810 F
Altitude test as per	MIL-STD-810 F
Availability of Test Reports from Central Govt/ NABL/ILAC accredited lab to prove conformity to the Specifications.	Yes
Test Report Number and Date	Yes
Name and Address of the Lab	Yes

## 8.2. INTRINSICALLY SAFE AND DMR DIGITAL WALKIE TALKIE.

<b>GENERAL SPECIFICATIONS</b>	
Frequency	136-174 MHZ
Channel Spacing	12.5 kHz /20kHz / 25 kHz
CHANNEL Capacity	1000
Weight	360 - 460 gm
Battery	2000 mAh or better
Battery life : Analog/ digital:	16/21hrs
Antenna Impedence	50 ohms
Power Supply	7.4 $\pm$ 10%
<b>TRANSMITTER</b>	
4FSK Digital Modulation	12.5 kHz Data: 7K60FXD
12.5 kHz Voice and Data:	7K60FXW
Digital Protocol	ETSI TS 102 361-1,-2,-3
Conducted / Radiated Emissions	-36 dBm < GHz, -30 dBm> 1GHz
Adjacent Channel power	60dB @ 12.5 kHz / 70 dB @ 25 kHz
Frequency Stability	$\pm$ 0.5 PPM
<b>RECEIVER</b>	
Analog Sensitivity	0.22 uV (typical) (12d8 SINAD) or better
Digital Sensitivity (5% BER)	0.3 uV / BER 5% or better
Intermodulation	70 db
Adjacent Channel Selectivity	60 dB @ 12.5 kHz / 70 dB @ 25 kHz
Spurious Rejection	70 dB @ 12.5/20/25 kHz
<b>AUDIO</b>	
Digital Vocoder Type	AMBE+2™ or SELP
Audio Response	TIA603D
Rated Audio	Minimum 0.5W
Audio Distortion at Rated Audio	$\leq$ 3%
Hum and Noise	-40 dB (12.5 kHz channel ) 43 dB (20 KHz channel) -45 dB (25 kHz channel )
Conducted Spurious Emissions	<-57dBm
<b>GNSS</b>	
Time to first fix, cold start	<1 Mines
Time to first fix, Hot start	<10 seconds
Horizontal Accuracy	Yes <5m (50% probable) <10 m (95% probable)
<b>ENVIRONMENTAL CONDITIONS</b>	
Operating Temperature	-30°C/ +55°C
Storage Temperature	-40 °C to +85°C

Dust and Water Intrusion	IP 67 or better
<b>Features</b>	
Display	yes
Analog / Digital	yes
Voice Communications	yes
Voice Announcement	yes
Home Channel Reminder	yes
<b>CUSTOMISATION</b>	
Option Board	yes
Multi-button PTT	No
Programme able Buttons	yes
Emergency Button	yes
<b>SAFETY</b>	
Man Down	yes
Lone Worker	yes
BASIC & 3rd PARTY Encryption	yes
Transmit Interrupt	yes
Emergency Search Tone	yes
Radio Disable/ Enable	yes
<b>SYSTEMS / OPTIONS</b>	
Conventional	yes
IP Site Connect	yes
VIBRATION	yes
Geo co ordinates without additional hard ware and software.	yes
Roaming	yes
SFR & Full duplex	Optional
Scanning	Yes
Rent	Yes
Analog Digital Mixed Channel	Yes
<b>ACCESSORIES</b>	
<b>Antenna for Intrinsically Safe Handheld Transceiver</b> Rugged flexible Helical	yes
<b>Programming kit</b>	yes
User Manual with each radio sets provided free of cost in soft as well as hard copy	yes
Technical repairing & maintenance manual with complete block diagram, circuit layout etc in soft as well as hard copy	yes
<b>Battery Charger</b>	Yes
Input voltage	230 V $\pm$ 10%,50 Hz
Output voltage	12V
Battery charger suitable for	Lithium-ion
Charging time for standard mode	6 to 14hrs
Charging time for rapid mode	1 to 3 hrs

Number of charging pockets	1
Indicator	For all modes of charging status
Battery clip	yes
<b>POWER SOURCE/BATTERY</b>	
Chemistry of Battery	Lithium-ion
Voltage rating of the Battery	7.4 ± 10%
capacity of Battery (mAH)	2000 - 2500
Average Battery duty cycle '5/5/90 for digital Transmission	19 - 22 hour
Average Battery duty cycle '5/5/90 for analog Transmission	16 hour
<b>ADDITIONAL SPECIFICATION FOR INTRINSICALLY SAFE WALKIE TALKIE</b>	
IECEX : Ex ib IIC T4 Gb or ATEX : Class II 2G Ex ib IIC T4 Gb	Certified by Petroleum and Explosives Safety Organization (PESO).
<b>ADDITION QUALIFICATION CRITERIA</b>	
OEM Authorisation	OEM Authorization certificate shall be provided.
Service Centre	Bidder should have OEM authorized service centre at Mangalore or nearest for after sales and service.
Warranty	24 months for the equipment and one year for the battery and other accessories.
extra requirement	Software and programming kit

### 8.3. INTRINSICALLY SAFE AND DMR DIGITAL VHF REPEATER WITH ANALOG SUPPORT

<b>GENERAL</b>	
Frequency Range	136 MHz to 174 MHz
TDMA	2-Slot
Operating Mode	Dual Standard (Digital & Analog) TDMA
Operating Selection	Fully automatic for analog & digital
Channel Capacity	16 or more
Protocol	ETSI TS 102 361-1,2,3
Frequency Stability	± 0.5 PPM or better
Interface	Ethernet port for IP connectivity built in.
Antenna Impedance	50 Ohms
Duty Cycle	100% at 50 W.
Display	Indicator for Transmit & Receive
VSWR	Better than 1.5

Protection	Reverse Polarity
<b>TRANSMITTER</b>	
Conducted / Radiated emissions	-36 dBm < 1 GHz
	- 30 dBm > 1 GHz
RF Power Out put	50 Watts (Programmable)
FM Modulation	11K0F3E@ 12.5 KHz
Modulation Sensitivity	1 to 10 mV at 1 KHz at mic input for $\pm 1.5$ KHz standard
Digital Modulation	4FSK
Modulation Limiting	$\pm 2.5$ KHz
FM Hum & Noise	- 40 dB or better
Adjacent channel power	- 60 dB or better
Audio Response	TIA603D
Digital Vocoder	AMBE+2
<b>RECEIVER</b>	
Sensitivity (Analog)	0.20 $\mu$ V (12 dB SINAD) or better
Sensitivity (Digital)	0.20 $\mu$ V at 5% BER or better
Image Rejection	65 dB or better
Adjacent channel selectivity	60 dB or better
Inter-modulation rejection	70 dB or better
Conducted/radiated emission	-57 dBm $\leq$ 1 GHz
	-47 dBm > 1 GHz
<b>POWER SUPPLY</b>	
Built in power supply with operating Voltage	12V DC (10.8 to 15.6 V DC), 230V AC $\pm 10\%$ 50 $\pm 1\%$ Hz with float charger, Automatic switchover from AC to DC during mains failure
<b>ENVIRONMENTAL</b>	
Operating Temperature	-30 ° C to +55° C
Storage Temperature	-30 ° C to +60 ° C
Applicable standard	MIL-STD-810 F/G
Humidity	MIL-STD-810 F/G
Warranty	2. years

#### 8.4. INTRINSICALLY SAFE AND DMR DIGITAL BASE/MOBILE STATION.

PARAMETER	TECH SPECIFICATION / REQUIREMENTS
Frequency Range	136 -176 MHz
Type of Modulation	TDMA 2 Slot
Channel Capacity	255 or more
Channel Spacing	Digital - 12.5 KHz Analogue – 25 KHz
Operating Voltage	10.8 V to 15.6 V DC
Operating Temperature	-30 degree c to + 60 Degree C
Protection	(a) Reverse polarity protection (b) Protection against high VSWR

Antenna Impedance	50 $\Omega$
Weight	Less than 2 Kg
Frequency Stability	$\pm$ 0.5 PPM or better
Rated Audio	3W internal
Display	1-Line alphanumeric Display 16 - External Accessory Port
Air Interface standards	Shall be open standards DMR II/III
Warranty	Warranty 5 Yrs Product service support – 7 Years after warranty period Shelf Life – 12 Years. The warranty period will start after successful installation of said equipment and not on the manufacturing date.
<b>TRANSMITTER</b>	
RF Power output	Tuneable between 25 to 50 Watts output <b><u>Amended to</u> - Tune-able 25 Watts output</b>
Frequency Deviation	+/-2.5 KHz Max for 12.5 KHz and +/- 5 KHz Max for 25 KHz channel spacing
Digital Modulation	4FSK
Modulation Limiting	$\pm$ 2.5 KHz @ 12.5 KHz
FM Hum & Noise	-40 dB or better
Adjacent Channel Power	-60 dB or better
Audio Response	TIA603D
Audio Distortion	Less than 4%
Digital Vocoder	AMBE +2 or better
<b>RECEIVER</b>	
Sensitivity	Analog Mode- Better than 0.30 $\mu$ V for 12 dB SINAD. Digital Mode- 0.30 $\mu$ V or better with BER $\leq$ 5%.
Adjacent Channel Selectivity	60 db or better
Inter modulation Distortion	78 dB or better
Audio output	Minimum 3 W
Audio Distortion	Less than 3% at 1 KHz reference for ( $\pm$ ) 1.5 KHz (for 12.5 KHz channel spacing) standard deviation
<b>ENVIRONMENTAL</b>	
Operating Temp	Temperature -30 $^{\circ}$ C to +60 $^{\circ}$ C
<b>Storage Temp</b>	Temperature: -400C to +85oC Amended to - 400C to +70oC
Humidity	Mil Std 810 G/H
Vibration	Mil Std 810 G/H
Shock & Drop	Mil Std 810 G/H
Water Intrusion and Dust	Mil Std 810 G/H or IP 68/69 (IEC 60529) <b><u>Amended to</u> -</b> Mil Std 810 G/H or IP 54 or better (IEC 60529)
Salt	Mil Std 810 G/H
Rain (Blowing Rain)	Mil Std 810 G/H
Low Pressure	Mil Std 810 G/H
Operating and service manual.	yes





## 9. Bill of Quantities (BoQ)

SL. No.	DESCRIPTION	Total Qty (In No.)
1.	(a) VHF Full Band Digital Handheld Transceiver with Battery, Battery Charger and Antenna as per specification, <b>Technical Specification</b>	50
2	(b) Spare Batteries as per specification	15
3	(c) Spare Antenna for Handheld Transceiver as per specification	25
4	(d) Spare Battery Charger as per Specification	10
5	(e) Good quality leather case with belt clip & shoulder strip	10
6	(f) Programming kit for the Sr. No-1(a)	01
7	(a) Intrinsically safe and DMR digital Walkie talkie with Battery, Battery Charger and Antenna as per specification, <b>Technical Specification</b>	50
8	(b) Spare Intrinsically Safe Batteries as per specification	20
9	(c) Spare Antenna for Intrinsically Safe Handheld Transceiver as per specification	25
10	(d) Spare IS Battery Charger as per specification	10
11	(e) Good quality leather case with belt clip & shoulder strip	10
12	(f) Programming kit for the Sr. No-2 (a)	01
13	(a) DMR Digital VHF Repeater with Analog support as per specification, <b>Technical Specification</b>	02
14	(b) Duplexer, 50w	02
15	(c) Duplexer connecting cable	02
16	(d) 6db fiberglass antenna for repeater	02
17	(e) 45Mtrs RG 217 RF Coaxial or better antenna cable with end connectors.	02
18	(f) Programming kit for the Sr. No-3 (a)	01
19	(a) DMR digital BASE/ MOBILE Station as per specification, <b>Technical Specification</b>	30
20	(b) SMPS power supply unit I/P-230V AC, O/P-12VDC/15 amp	10
21	(c) High gain 0db gain or better GP Antenna	10

<b>22</b>	(d) Spare 30Mtrs RG 217 RF Coaxial or better antenna cable with end connectors.	<b>05</b>
<b>23</b>	(e) Programming kit for the Sr. No-3 (a)	<b>01</b>
<b>24</b>	(f) Magmount Whip Antenna 0db with 05Mts cable with end connectors.	<b>05</b>
<b>25</b>	Programming, Installation and Commissioning	<b>Lumpsum</b>
<b>26</b>	Liaison charges for retaining the existing License of WPC New Delhi. (To reduce the number of defective VHF sets and incorporate new VHF sets in the existing VHF license issued by WPC)	<b>Lumpsum</b>

## 10. Forms and formats

### 10.1. Details of bill of materials

	Name of Hardware Module /Accessories	OEM Part Code	Function	Place of Manufacturing	Qty	Remarks(if any)

10.2. **Certificate for post-sale support**

Letter No

Date:

To,

NMPA (India)

Reference: Tender no.....

**Subject: Post sale support for Digital VHF Radio equipment by OEM**

Reference: Tender no...Dear Sir/Madam,

We, \_\_\_\_\_ (*name of manufacturer or Indian subsidiary of manufacturer*) is the OEM of the following VHF radio equipment:

S/NO.	Equipment Model	Model
1	(50) no's Ordinary DMR VHF Handset with accessories	
2	intrinsically safe DMR VHF Handset with accessories	
3	(30) no's DMR Base/Mobile Stations with accessories	
4	(02) no. of DMR Repeater Stations	

We hereby certify that we shall support the following post sale services of the aforesaid products / systems directly or through our authorized partners in India over a minimum period of six (6) years from date of issue of this certificate:

1. Supply of Spares including IS batteries compatible with IS certification of aforesaid digital IS handheld radios;
  2. Repairing / servicing & return of Faulty parts / modules;
  3. Technical Support

We also confirm that we are having service Centre for repairs / service of the aforesaid Intrinsically Safe (IS) radios in India. We confirm that we shall be bound by all commitments made hereby.

Yours faithfully,

Signature of Authorized Signatory

Signature of Authorized Signatory

Date:

Name:

Place:

Designation:

Seal:

**Note:** This 'Certificate for Post-Sales Support' should be on the letterhead of the OEM and should be signed by a person competent and having the power of attorney to bind the OEM.

10.3. **Particulars of bidder:**

**All individual firms or each of the partners of an organization submitting the Bidding 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.	E-mail Id	
7.	Branch Office address, if any:	
8.	Contact person name at Branch office:	
9.	Telephone number/s:	
10.	Fax number/s:	
11.	E-mail Id	
12.	Works address:	
13.	Contact person name at Works:	
14.	Telephone number/s:	
15.	Fax number/s:	
16.	E-mail Id	
17.	Place of Registration/ Incorporation:	
18.	Year of Registration/ Incorporation	

10.4. **Bank details of bidder:**

1	Name and full address of the Bidder	
2	Credit Account No. (Should be full 14 digit)	
3	Account type (SB or CA or OD)	
4	Name of the Bank	
5	Branch (Full address with Telephone No.)	
6	MICR code (should be 9 digit)	
7	Telephone/Mobile /Fax No. of the Bidder	<b>Telephone:</b>
		<b>Mobile:</b>
		<b>Fax:</b>
8	<b>Xerox copy of a cheque should be enclosed</b>	
9	<b>PAN</b> (Xerox copy of <b>Permanent Account Number</b> shall be enclosed)	

10.5. **Undertaking by the bidder**  
**(to be given in letterhead of the bidder)**

We \_\_\_\_\_ confirm you the following

- a) We are confirming that offered products are same OEM/Make.
- b) We have not made any payment or illegal gratification to any person/ authority connected with the bid process so as to influence the bid process and have not committed any offence under the PC Act in Connection with the bid.
- c) We have not been black listed for the supply of material by any Public Sector Unit/ Govt. Department/ Port.
- c) There should be no case pending with the police against the Proprietor/Firm/Partner or the Company (Agency)/blacklisted by any Government Departments / Government Offices / PSUs / Autonomous Institutions / Pvt. Institutions.
- d) We are not having any track record of contract termination of the previous assignments from Government Departments / Government Offices / PSUs / Autonomous Institutions / Pvt. Institutions.
- e) We confirm you that, we are not deviating/made correction in the Bidding documents technical specifications and terms & condition. We will supply, Genuine/Original Product/Make in standard packing.
- f) The information furnished in our bid is true and accurate to the best of my knowledge.
- g) That in case of being pre-qualified, we acknowledge that the Principle Employer may invite us to participate in due time for the opening of Price cover of the tender on the basis of provisions made in the tender documents to follow.
- h) When the call for tenders is issued, if the legal, technical or financial conditions, or the contractual capacity of the firm or joint venture changes, we commit ourselves to inform you and acknowledge your sole right to review the pre-qualification made.
- i) We enclose all the required pre-qualification data format and all other documents and supplementary information required for the pre-qualification evaluation.

Date:

**Seal & Sign of the Bidder.**



10.6. **Verification of local content**

<b>Bidding No &amp; Name of the work</b>	<b>Bidder shall enter , the % of Local content along with location at which the local value addition is made (%)</b>
<b>Supply, Installation, Configuration, Programming &amp; Liasioning of DMR Hand Set , Base Stations and Repeaters for use at NMPA</b>	

10.7. **Manufacturer authorization form**

(To be given on company letter head)

**MANUFACTURER AUTHORISATION FORM**

**Ref Number:**

**Date:**

To,

The Deputy Materials Manager,  
Purchase Section,  
New Mangalore Port Authority,  
Mangalore

Dear Sir/Madam,

**Sub:** "Authorization Letter for Bidding No.:

\_\_\_\_\_

We \_\_\_\_\_ who are established and reputed  
manufactures of \_\_\_\_\_ having factories at  
\_\_\_\_\_.

**OR**

We \_\_\_\_\_ who are established and reputed  
manufactures of \_\_\_\_\_ having factories at  
\_\_\_\_\_do hereby authorize M/s  
\_\_\_\_\_to submit a bid, supply, install and  
maintain \_\_\_\_\_ as per your requirement.

We hereby extend our full guarantee and warranty as per terms and conditions of the bid  
and or the contract for the equipment and services offered against this invitation of Bidding  
by M/s. \_\_\_\_\_.

Yours faithfully,  
For "Company Name"  
Name of the person  
Designation

Authorized signatory

10.8. **Undertaking on land boarder**

(To be given in letterhead of Bidder)

**Certificate by Bidder on Land Border sharing.**

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. I hereby certify that this bidder or any of our sub-contractors are not from such a country.

**OR**

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. I hereby certify that this bidder/ our sub-contractor are from such a country. This bidder/sub-contractor is registered with the Department for Promotion of Industry and Internal Trade (DPIIT). I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Evidence of valid registration by the DPIIT shall be attached.]”

*(Strike out whichever is not applicable)*

**Sign and Seal of the Bidder**

10.9. **BG Format**

**SPECIMEN BANK GUARANTEE FORM FOR EMD**

[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated. To be executed on Rs.100/- non-judicial Stamp Paper]

\_\_\_\_\_  
[Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: Board of Trustees of the New Mangalore Port Authority, Panambur, Mangalore - 575010, Karnataka

Date: \_\_\_\_\_

TENDER GUARANTEE No.: \_\_\_\_\_

We have been informed that [name of the Tenderer] (hereinafter called "the Tenderer") has submitted to you its Tender dated (hereinafter called "the Tender") for the execution of **Supply, Installation, Configuration, Programming & Liasioning of DMR Hand Set , Base Stations and Repeaters for use at NMPA** [name of contract] under Invitation for Tenders No.-----dated XX/XX/2023 [number]. Furthermore, we understand that, according to your conditions, Tenders must be supported by an Earnest Money Deposit(EMD).

At the request of the Tenderer, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in figures] (amount in words) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Tenderer is in breach of its obligation(s) under the Tender conditions, because the Tenderer:

- a)has withdrawn its Tender during the period of Tender validity specified by the Tenderer in the Form of Bid/Tender; or
- b)having been notified of the acceptance of its Tender by the Principle Employer/ Board during the period of Tender validity, (i) fails or refuses to execute the Agreement, if required, or (ii) fails or refuses to furnish the performance guarantee, in accordance with the Instructions to Bidders/Tenderers.

This guarantee will expire unless other wise extended or informed by the Principle Employer/ Board:

- a) if the Tenderer is the successful Tenderer, upon our receipt of copies of the contract signed by the Tenderer and the performance guarantee issued to you upon the instruction of the Tenderer; or
- b) if the Tenderer is not the successful Tenderer, upon the earlier of
  - i) our receipt of a copy of your notification to the Tenderer of the name of the successful Tenderer; or
  - ii) twenty-eight days after the expiration of the Tenderer's Tender validity or any extended period thereof.;

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This bank Guarantee shall be encasheable at our \_\_\_\_\_ Branch at Mangalore

[signature(s)]

[Authorization letter from the issuing bank that the signatory of this **BG is authorized to do so-should also be enclosed**

10.10. **BG Format for SD**

**FORMAT OF PERFORMANCE SECURITY DEPOSIT BANK GUARANTEE**

In consideration of the Board of Members of the New Mangalore Port incorporated by the Major Port Authority Act 2021 as amended by the Major Port Trust Amendment Act, 1974 (hereinafter called “The Board”) which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and assigns has awarded the Contract for **Supply, Installation, Configuration, Programming & Liasioning of DMR Hand Set , Base Stations and Repeaters for use at NMPA** vide Work Order No. \_\_\_\_\_ (hereinafter called ‘the Contract’) to M/s. “**Name of the Contractor**” (hereinafter called the ‘Contractor’) which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include his heirs, executives, administrators, successors and permitted assigns under the terms and conditions of the Contract, made between the Contractors and the Board, the Contractor is bound to submit a performance Guarantee of Rs.----- /-(Rupees-----) to Board, we the ----- Bank, full address of the bank to be mentioned(hereinafter referred to as ‘the Bank’ ) at the request of the Contractors do hereby undertake to pay to the Board an amount not exceeding Rs. \_\_\_\_\_ /-( Rupees \_\_\_\_\_) against any loss or damage caused to or suffered or which would be caused to or suffered by the Board by reason of any breach by the Contractors of any of the terms and conditions of the said Contract.

1. We, \_\_\_\_\_(Name of the Bank), do hereby undertake to pay Rs. \_\_\_\_\_ /-(Rupees \_\_\_\_\_) as the amounts due and payable under this guarantee without any demur, merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Board by reason of the Contractor’s failure to perform the said Contract. 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 \_\_\_\_\_).
2. We, \_\_\_\_\_(Name of the Bank), undertake to pay to the Board any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding 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 there under and the Contractor shall have no claim against us for making such payment.
3. We, \_\_\_\_\_(Name of the Bank), further agree with the Board 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 Contract and it shall continue to be enforceable till all the dues of the Board under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged or till the Secretary/Secretaryi/c of the said Board certified that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractors and accordingly discharge this guarantee. Unless the demand or claim under this guarantee is made on us in writing on or before \_\_\_\_\_, we shall be discharged from all liabilities under this guarantee thereafter. This Guarantee will remain in force from the date hereof, i.e. till \_\_\_\_\_ and unless a demand or suit or action to enforce any

claim under the guarantee is made within three months from the date of expiry of this guarantee, i.e. on or before \_\_\_\_\_, all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liabilities under this guarantee thereafter PROVIDED, that the Bank shall at the request of the Board but at the cost of the Contractors, renew or extend this guarantee for such further period or periods as the Board may require from time to time.

4. We, \_\_\_\_\_ (Name of the Bank), further agree with the Board that the Board 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 Contract or to extend the time of performance by the said Contractors from time to time to postpone from any time or from time to time any of the powers exercisable by the Board against the said Contractors and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to the Contractors or for any forbearance, act or omission on the part of the Board or any indulgence shown by the Board to the Contractors or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.
5. This Guarantee will remain valid for the entire period as agreed, even though there happens to be change in the constitution of the bank or that of the Contractor.
6. We, \_\_\_\_\_ (Name of the Bank), lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.
7. Our liability under this Guarantee shall not exceed Rs. \_\_\_\_\_ /-(Rupees \_\_\_\_\_).
8. This Guarantee shall valid up to \_\_\_\_\_.
10. We, are liable to pay the guaranteed amount or any part thereof under this guarantee only & only if you serve us a written claim or demand on or before ----/----/2024.

Dated ----- day of -----2024

For  
(Authorised Signatory/s)  
(Name & Code No.)  
(For and on behalf of Bank.)

10.11. **UNDER TAKING ON INDEMINIFICATION**

We \_\_\_\_\_ (Bidders Name ) hereby agree and undertake to indemnify, keep indemnified, defend and hold harmless the NMPA and its Officers against all losses, penalties, costs and expenses, duties of any kind whatsoever which may arise on account of breach un-authorized act, fraud deed or any other acts of ours or any of our personnel. We hereby further agree and undertake to indemnify and keep indemnified against any order passed by any executive, quasi judicial or judicial authority wherein the NMPA is compelled to obey the order which arise due to breach of contract by us.

We \_\_\_\_\_ (Bidders name ) shall indemnify, protect and defend at our own cost, New Mangalore Port Authority and its agents & employees from & against any/all actions, claims, losses or damages arising out of;

- i. Any violation in course of execution of the contract of any legal provisions or any right of third parties.
- ii. Failure to exercise the skill and care required for satisfactory execution of the contract.
- iii. Shall indemnify NMPA against all claims for compensation by or on behalf of any workman employed by us in connection with the contract, for injury or death by accident under the Workman Compensation Act (Act VIII of 1923) as amended from time to time.

We \_\_\_\_\_ (Bidders name ) shall be responsible for all commissions and omissions on part of manpower engaged for the purpose. NMPA shall not be responsible in any manner whatsoever, in matters of injury/death/health etc. of our employees performing duties under the contract.

Sign and Seal of the Bidder/ Bidders Authorised representative



## 11. Check list.

<b>Check List</b>			
<b>NAME &amp; ADDRESS OF THE BIDDER:</b>			
<b>Other Information</b> <b>PHONE No.(OFF):</b> <b>FAX No. :</b> <b>MOB No.:</b> <b>E-MAIL :</b>			
<b>Validity of Offer For Four Months:</b>			
<b>Copy of Pan Card Attached:</b>			
<b>UTR details of payment of EMD/Bidding Cost by RTGS OR Valid NSIC/MSME Certificate</b>			
<b>Copy of GST Registration Attached:</b>			
Sl. No	Documents	Document details	Remarks
1	Bidder should be either 4.1.1. Manufacturer,  <b>OR</b> 4.1.2. Indian subsidiary of Manufacturer,  <b>OR</b> 4.1.3. An Authorized Dealer/Distributor/Channel Partner/Stockiest/Retailer/ Reseller of manufacturer,	Copy of Manufacturing License or copy of Company Registration, or authentic document establishing the bidder as the manufacturer of offered product should be submitted.)  <b>OR</b> Indian subsidiary of Manufacturer. (Documentary evidence clearly establishing the bidder as Indian Subsidiary of Manufacturer along with documents as per 4.1.1 above, for the manufacturer should be submitted  <b>OR</b> 4.1.3. Original letter of authorization clearly mentioning the bidder as Authorized Dealer/Distributor/Channel Partner/Stockiest/Retailer/ Reseller from the manufacturer along with documents as per 4.1.1 above, for the manufacturer who has authorized the bidder should be	

	<p style="text-align: center;"><b>OR</b></p> <p>4.1.4. An Authorized Dealer/Distributor/Channel Partner/Stockiest/Retailer/Reseller of Indian Subsidiary of manufacturer of offered VHF Walkie-talkie / Two Way Radios.</p>	<p>submitted. This Letter of Authorization should be on the letterhead of the Manufacturer and should be signed by a person competent and having the authority /power of attorney to sign the document. Any authorization letter specific to only this tender will not be accepted.</p> <p style="text-align: center;"><b>OR</b></p> <p>4.1.4. Original letter of authorization clearly mentioning the bidder as Authorized Dealer/Distributor/Channel Partner/ Stockiest/ Retailer /Reseller from the Indian Subsidiary of Manufacturer along with documents as per 4.1.1 and 4.1.2 above for the manufacturer who has authorized the bidder needs to be submitted. Letter of Authorization should be on the letterhead of the Indian Subsidiary of Manufacturer and should be signed by a person competent and having the authority / power of attorney to sign the document.</p>	
2	Products must be NABL/ILAC approved	4.1.6. Offered products must be NABL/ILAC approved. Document to prove such approval should be submitted along with the bid.	
3	Valid DPL (Dealer Possession License)	4.1.7. Bidder must have valid DPL (Dealer Possession License) at the time of bidding. Copy of valid DPL should be submitted along with the bid.	
4	Valid PESO certificate	4.1.8. Bidder must have valid PESO certificate of offered intrinsically safe product. Valid PESO certificate of offered intrinsically safe product should be submitted along with the bid.	

5	4.1.9. The Bidder should have successfully completed Similar Works (Supply of VHF Handsets/ Base Stations and Liasioning with WPC for issue of license) during last 7 (Seven) years ending last day of month previous to the one in which tenders are invited. Value of such work(s) can be any one of the following:	4.1.9.1. Three similar completed works, each costing not less than Rs 27.82 Lakhs Incl GST. OR 4.1.9.2. Two similar completed works, each costing not less than Rs. 34.78 Lakhs Incl GST. OR 4.1.9.3. One similar completed work , costing not less than Rs. 55.65 Lakhs Incl GST.	
6	4.1.10. Following documentary proofs in respect of above should be submitted along with the technical bid to prove MQC as per clause 4.1.9:	4.1.10.1. Copy (ies) of Purchase Orders / Work Orders/LOA. 4.1.10.2. Copy of Proof of Execution (Completion Certificate issued by Purchaser / End User or Inspection certificate issued by inspection agency / Purchaser / End User or Payment invoice along with proof of payment issued by Purchaser /End User). The proof of execution should clearly have cross reference No. of Purchase Orders / Work Orders/LOA.	
7	<b>4.1.11. Average Annual Financial Turnover</b>	4.1.11. Average Annual Financial Turnover: The Average Annual Financial Turnover during the last 3 years (2020-2021, 2021-22 & 2022-23) should be 30% of estimated cost (Rs. 69,56,690.00) i.e. Rs. 21 Lakh. The Copies of Annual Turnover signed by CA with UDIN Number or Profit & Loss Account & Balance Sheet for the Last three Years with UDIN Number must be submitted as Documentary Evidence.	
8	<b>Offered Product Catalogue/Specification</b>	Offered Product Catalogue/ Specification of the product to be submitted. Offered Product should be with ISI/CE Mark, product should be as per BIS or International Standards.	
9	<b>EMD :</b>	The Bidder is required to pay Rs.1,65,000.00 (Including GST) as EMD.	

		<p>The EMD may also be accepted in the form of Insurance surety bonds, account payee DD, Fixed deposit receipt, Bankers cheque or Bank guarantee from any of the Commercial bank or Payment online in an acceptable form safeguarding the purchaser's interest in all respects. RTGS receipt/evidence of EMD Credited shall be uploaded along with the Technical Bid. Failure in submission of EMD will render the Bidders disqualified, E EMD exemption applicable as per Clause No: 3.6</p>	
10	<p><b>Bidder Must Comply To The Clause Regarding Provision For Procurement From A Bidder Which Shares a Land Border With India</b></p>	<p>Bidder must comply to the clause regarding provision for procurement from a bidder which shares a land border with India. Indian Government (Ministry of finance) vide their Notification no. OM F. No. 6/18/2019-PPD dated 23.07.20 and further clarification vide No-F.18/37/2020-PPD dated 08.02.2021 (copy of clarification attached as Annexure-VII) have categorically stated that "in case a bidder has Proposed to supply finished goods procured directly/indirectly from vendors from the countries sharing land border with India such vendor to be registered With competent authority" Therefore, if any dealer in India is importing from a country which share land border with India like China, in that case the OEM/vendor must be registered with competent authority for that product being quoted in the tender. Vendor needs to fill and sign the declaration attached as Annexure-il along with this document.</p>	
11	<p>Technical data compliance.</p>	<p>Technical data of the required products are given in section 8 of this document.</p>	

		Bidder shall give compliance/deviation of each item of technical data for each product.	
12	4.3.2. Offered Product Catalogue/ Specification, <b>33</b> .	Offered Product Catalogue	
13	4.3.4. Format for detailed bill of materials as per format 10.1, <b>44</b>	As per format 10.1	
14	4.3.5. Certificate for post-sale support as per format 10.2, <b>45</b>	As per format 10.2	
15	4.3.6. Particulars of bidder as per format 10.3, <b>46</b>	As per format 10.3	
16	4.3.7. Bank details of the bidder as per format 10.4, <b>47</b>	As per format 10.4	
17	4.3.8. Under Taking Letter on declaration, indemnification as per format 10.5, <b>48, 56</b>	As per format 10.5	
18	4.3.9. Verification Of Local Content as per format <b>49</b>	As per format 10.6	
19	Manufacturer Authorization Form <b>50</b>	As per format 10.7	
20	Undertaking on land boarder <b>51</b>	As per format 10.8	
21	BG Format for EMD <b>52</b>	As per format 10.9	
22	BG Format for SD <b>54</b>	As per format 10.10	
23	UNDER TAKING ON INDEMINIFICATION <b>56</b>	As per format 10.11	
24	Check List <b>57</b>	As per format 11	