

**NEW MANGALORE PORT AUTHORITY**  
**MARINE DEPARTMENT**

**TENDER No. NMPA/AE-MW/VHF-AMC/2023/17 dated 05-01-2024**  
**NIT No. NMPA/AE-MW/VHF-AMC/2023/17 dated 05-01-2024**



***TENDER DOCUMENT***  
***FOR***

**“Maintenance of VHF Handsets,  
Base/Mobile Stations, Repeater  
Stations and its Accessories for  
one year”**

<b>Estimated Amount</b>	<b>₹1,80,000/- Excluding GST</b>
<b>E.M.D</b>	<b>₹4,250/-</b>
<b>Tender Fee</b>	<b>₹560/-</b>

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**NEW MANGALORE PORT AUTHORITY  
MARINE DEPARTMENT**

**NOTICE INVITING TENDER (NIT)**

**NIT No. NMPA/AE-MW/VHF-AMC/2023/17**

**Date: 05-01-2024**

**Title of Work “Maintenance of VHF Handsets, Base/Mobile Stations, Repeater Stations and its Accessories for one year”**

The Deputy Conservator, New Mangalore Port Authority invites **Manual Tenders in Two Bid system** (Technical Bid and Price Bid) on behalf of New Mangalore Port Authority (NMPA), from the reputed, bonafide, resourceful & experienced firms for the subject Work.

Details of Estimated cost, Tender fee, EMD and Schedule of Tender (SoT) for participation in this tender are given below:

1	TENDER No.	<b>NMPA/AE-MW/VHF-AMC/2023/17 Dated 05-01-2024</b>	
2	MODE OF TENDER	<b>Manual Tender System</b> (Two Cover System)	
3	<b>Estimated cost</b>	<b>₹1,80,000/-</b> Excluding GST	
4	<b>Earnest Money Deposit</b>	<b>₹4,250/-</b>	
5	Tender Fees	<b>₹560/- (500 + 12% GST)</b> Non-refundable.	
6	Date of NIT available to parties to download	<b>05-01-2024</b>	<b>at 1400 hrs</b>
7	Last Date & Time for submission of Bid	<b>19-01-2024</b>	<b>at 1500 hrs</b>
8	Date & Time of opening of Technical Bid	<b>19-01-2024</b>	<b>at 1530 hrs</b>
9	Date & Time of opening of Price Bid	<b>To be communicated separately by e-mail</b>	
10	Work Contract period	<b>1 year from the date of commencement of work</b>	
11	Validity of Tender	<b>90 days from the date of opening of Technical Bid.</b>	
12	<b>Nodal Officer</b>	The Assistant Engineer, Marine Department, New Mangalore Port Authority, Panambur-575010, Mangalore Email id: <b>roshan.kumar@nmpt.gov.in</b> , Ph: 0824-2887252	

**Note:** Amendments to the tender (if any) will be issued only through website [www.newmangaloreport.gov.in](http://www.newmangaloreport.gov.in) (NMPA website)

**Sd/-  
Deputy Conservator  
New Mangalore Port Authority**

# NEW MANGALORE PORT AUTHORITY

## MARINE DEPARTMENT

### Minimum Qualification Criteria of the bidders (MQC):

1.1	<p>The BIDDER shall have <b>SUCCESSFULLY COMPLETED Similar Works in India with a minimum one year Experience DIRECTLY (Subcontract work will not be considered for Pre-Qualification) in Port Sector (Govt.) / Port Sector (Private) / Central Govt. / State Govt. / PSUs</b> during last <b>07 (SEVEN) years</b> ending on <b>last day of month previous to the one in which tenders are invited.</b></p> <p><b>"Similar Work" means</b> <b>“MAINTENANCE OF VHF HANDSET, BASE/MOBILE STATIONS AND REPEATER STATIONS” (OR) “MAINTENANCE OF WIRELESS NETWORK”.</b></p> <p>The BIDDERS shall enclose the self-certified copy of supporting documents, if not, originals to fulfill the eligibility criteria for <b>Minimum Qualification Criteria viz. LOA/Work Order/Agreement</b> copies for similar works, <b>Satisfactory Work Completion Certificates</b> from client’s letter head (<b>Not in bidder’s letter head</b>) indicating <b>contract period</b> (indicating date of completion).</p>
1.2	<p>The bidder should hold valid <b>DEALER POSSESSION LICENSE</b> issued by <b>Wireless Monitoring Station, Ministry of Communication and IT</b> for servicing of <b>Kenwood and Icom</b> make <b>VHF Handsets, Base/Mobile Stations, Repeater Stations and its Accessories</b> and should be able to provide genuine critical spares / software for the above communicating equipment. Copy of valid <b>DEALER POSSESSION LICENSE CERTIFICATE</b> to be submitted along with technical bid.</p>

## **INSTRUCTIONS TO BIDDERS (ITB)**

- 2.1 Manual Tenders in **Two Cover system** are invited from the reputed, bonafide, resourceful & experienced firms for the work of “**Maintenance of VHF Handsets, Base/Mobile Stations and Repeater Stations and its Accessories for one year**”.

Tenders must be submitted in **ONE MAIN COVER** containing two separate covers and these two covers shall be superscribed as "**Cover I, Technical Bid- Maintenance of VHF Handsets, Base/Mobile Stations, Repeater Stations and its Accessories for one year**" and "**Cover II, Price Bid- Maintenance of VHF Handsets, Base/Mobile Stations, Repeater Stations and its Accessories for one year**" respectively. All the covers shall be addressed to **Deputy Conservator, Marine Department, New Mangalore Port Authority, Panambur, Mangalore-575010** and sealed Properly. Names and addresses of the tenderer shall also be written on all the covers. On the main cover the name of the work shall be written.

### **2.2 TENDER SUBMISSION:**

The Tender shall be uploaded as follows:

- A Technical Bid** shall contain all the documents as per **Clause 2.14 of ITB**. The proof of payments made towards **Tender Fee** and **EMD** (receipt of NEFT / RTGS / SBI collect) to be submitted along with technical bid.

If the bidder is submitting EMD in the form of **Bank Guarantee / Insurance Surety Bonds / Account Payee Demand Draft / Banker's Cheque**, then the **Original document (hard copy)** for the same shall be submitted prior to cut off date and time of **Technical Bid opening**.

- B PRICE BID** shall contain only the **Price schedule** in the prescribed form given in this Tender Document.

Any condition imposed in the Price Bid shall make the Tender liable for out-right rejection.

**Technical Bid should not contain Price Bid. “Disclosure / indication of Price in the Technical Bid shall render the tender disqualified and rejected.**

### **2.3 LAST DATE FOR SUBMISSION OF TENDER:**

The last day for submission of tender is **19-01-2024**. NMPA may at its sole discretion reserves the right to extend the date for receipt of tender.

## 2.4 AUTHORITY IN SIGNING TENDER DOCUMENTS

- i The tender, if submitted on behalf of a Partnership Firm should be signed either by all the partners or some of the partners or other person/s holding a valid **“Power of Attorney”** from other partners or all the partners constituting the firm. Each partner shall be fully responsible for any non-compliance of Terms and conditions.
- ii In case of a Company, the Tender Document along-with Corrigendum, Addendums etc. should be signed by a person holding a valid **“Power of Attorney”** as per **Annexure 6** or **firm’s Power of Attorney** executed in his favour in accordance with the constitution of the Company.
- iii The **Proprietorship firm** need not submit **“Power of Attorney”** however, the firm has to submit the Declaration as per **Annexure-8**.

## 2.5 EARNEST MONEY DEPOSIT (EMD)

- a The tender shall be accompanied by Earnest Money Deposit of **₹4,250/-** in the form of **Insurance Surety Bonds** or **Account Payee Demand Draft** or **Banker’s Cheque** or **Bank Guarantee** from any of the **commercial Banks** or **payment online** in an acceptable form, which is stipulated in the tender.

In case bidder claims exemption of **Tender Fee** and **EMD** as Micro and Small Enterprises (MSE), the bidder shall upload proof of their being MSE registered with District Industries Centre (DIC) or Khadi and Village Industries Commission or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts and Handlooms or **Udyam Registration Certificate** or any other body specified by the Ministry of MSME.

- b EMD in the form of Bank Guarantee (as per **Form -5**) of shall have a validity period of **06 months** and claim period of **03 months**.
- c In the event of BIDDERS withdrawing his tender before the expiry of tender validity period of **90 days** from the date of opening of Technical Bid, the tender shall be cancelled and EMD shall be forfeited.
- d The Earnest Money Deposit of **unsuccessful BIDDERS** shall be returned without interest as early as possible on award of Contract to the successful BIDDERS. The Earnest Money Deposit of the **successful BIDDERS** shall be refunded (without interest) only on receipt of Performance Security as stipulated in the tender **Clause No. 7 of GCC**.
- e In the event of forfeiting the EMD, GST as applicable shall be collected.

## 2.6 ACCEPTANCE OF TENDER:

NMPA reserves the right to accept or reject all or any tender without assigning any reasons and does not bind themselves to accept the **lowest** offer.

## 2.7 TENDER VALIDITY:

The tender shall remain valid for acceptance for a period of **90 days** from the date of opening of **Technical Bid**. NMPA reserves their right to extend the period of validity for a specific time. The request and the response, there to, shall be made in writing by post or by Fax/ email. A bidder may refuse the request without forfeiting his EMD. However, in the event of the tenderer agreeing to the request; he shall not be permitted to modify his tender and also shall submit an extension of EMD, if it is submitted in the form of Bank Guarantee.

## 2.8 AMENDMENTS

- i At any time, prior to the last date for submission of tenders, NMPA reserves the right to amend and modify the tender document by issuing Addendum/Corrigendum which shall be uploaded in the PORT Websites.
- ii The Addenda/Corrigenda so issued shall form part of the Contract and shall be binding upon the BIDDERS. NMPA may at their discretion, extend the last date for submission of the tender, to enable the BIDDERS to have reasonable time to submit their tender after taking into consideration such amendments, which shall also be uploaded to the Website. **The BIDDER shall acknowledge receipt of such Addenda/Corrigenda and submit the same along with his Tender duly signed and sealed in all pages.**

## 2.9 LANGUAGE OF TENDER :

The Tender submitted by the BIDDER and all correspondence and documents relating to the Tender exchanged by the BIDDER and the NMPA shall be written in the **English language**. Any printed literature, other than English language, shall be accompanied by an English translation, in which case, for purpose of interpretation of the tender, the English translation shall govern.

## 2.10 MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF PROPOSAL:

No offer shall be modified, substituted or withdrawn by the BIDDER after the closing time on due date. Withdrawal of a proposal during the interval between closing time on proposed due date and expiry of the proposal validity period would result in cancellation of bid.

## 2.11 CURRENCY:

Prices shall be quoted in **Indian Rupees only** and all payments will be made in **Indian Rupees**.

## 2.12 CONTRACT WORK

The work to be carried out (hereinafter referred to as “the Contract Works”) and the Price for the same (hereinafter called “the Contract Price”).

## 2.13 CONTRACT PRICE

The BIDDER shall fill up the Price Schedules against Bill of Quantities in as detailed in **Annexure -9**.

## 2.14 TECHNICAL BID

**The Technical Bid shall be submitted with the following documents duly sealed and signed in all pages.**

### 1 **Tender Fee and EMD:**

a) The tender shall be accompanied by Tender Fee of **₹560/-** through **NEFT / SBI collect**, which is stipulated in the tender. **The tender not accompanied with Tender fee shall be treated as invalid and rejected summarily.**

b) The tender shall be accompanied by Earnest Money Deposit of **₹4,250/-** through **RTGS / NEFT / SBI collect / Bank Guarantee / Insurance Surety Bonds / Account Payee Demand Draft / Banker’s Cheque**, which is stipulated in the tender. **The tender not accompanied with EMD shall be treated as invalid and rejected summarily.**

In case bidder claims exemption of **Tender Fee** and **EMD** as Micro and Small Enterprises (MSE), the bidder shall upload proof of their being MSE registered with District Industries Centre (DIC) or Khadi and Village Industries Commission or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts and Handlooms or **Udyam Registration Certificate** or any other body specified by the Ministry of MSME.

2 Original copy of Tender Documents duly signed as per **Clause No.2.4** of **ITB** on each page with company’s seal as token of acceptance of Tender Conditions & Specifications.

3 **Power of Attorney** as per **Annexure-6** or Firm’s Power of Attorney to be submitted.

The **Proprietorship firm** need not submit “**Power of Attorney**” however, the firm has to submit the Declaration as per **Annexure-8**.



4	Experience on similar works as per <b>Clause 1.1 of MQC</b> executed during the last <b>Seven years ending on last day of month previous to the one in which tenders are invited.</b> a) The document ( <b>LOA / Work Order / Agreement</b> ) submitted shall clearly indicate the <b>Contract Price</b> and <b>Contract Period.</b> b) <b>Satisfactory Work Completion Certificate</b> from client's letter head ( <b>Not in bidder's letter head</b> ) shall clearly indicate the <b>Contract Period.</b>
5	Copy of <b>DEALER POSSESSION LICENSE</b> issued by Wireless Monitoring Station, Ministry of Communication and IT to be submitted.
6	GST Registration certificate. <b>The tender not accompanied with GST Registration certificate is liable to be rejected</b>
7	PAN Card Copy
8	Bidder Information form ( <b>Annexure – 1</b> ).
9	<b>Minimum Qualification Criteria</b> of BIDDERS ( <b>Annexure – 2</b> ) to be typed in Bidder's Letter Head and submitted.
10	<b>Undertaking</b> for not altering Tender Document ( <b>Annexure – 3</b> )
11	Bankers Details ( <b>Annexure – 4</b> )
12	Covering letter in firm's letter head. ( <b>Annexure -5</b> )
13	<b>Information regarding Debarred (Annexure -7)</b> Bidder shall give declaration in <b>Annexure-7</b> for not having been <b>debarred or de-listed</b> by any government, semi-government agency or PSUs.
14	<b>Declaration</b> for Proprietorship firm ( <b>Annexure-8</b> ) if applicable
15	1) Technical offer with <b>counter condition</b> shall be liable for <b>rejection and disqualification.</b> 2) <b>All Annexure to be neatly typed in firm's letter head and submitted.</b>

## 2.15 TENDER OPENING AND EVALUATION

### i OPENING OF TECHNICAL BIDS:

Technical bids of the Tender, received up to closing time on stipulated date, shall be opened as per SOT.

The first cover containing the "**Technical Bid**" will be opened at the specified time. The second cover containing the '**Price Bid**' shall be kept separately without opening. The Technical Bids shall be evaluated first and the pre-qualification of such of the tenderers who fulfill the criteria for minimum qualification.

### ii SCRUTINY AND EVALUATION OF THE TENDERS:

a) In the first instance the documents submitted with the Technical Bid will be scrutinized to ascertain whether the BIDDER fulfils the requirements as stipulated in the tender document.

- b) To assist in the scrutiny, evaluation and comparison of tenders, the Port may ask BIDDER individually for clarifications. Request for clarification and response thereto shall be in writing or through fax or E-mail. No change in Price or substance of the tender shall be sought, offered or permitted nor is the BIDDER permitted to withdraw the tender before the expiry of the validity period of the tenders in the process of clarifications.
- c) The Technical Bids shall be thereafter scrutinized for responsiveness. For this purpose, a tender shall be treated as substantially responsive which meets with all the requirements of the tender documents and is without any deviations. The BIDDER who does not fulfil the tender requirements shall not be considered for further evaluation.
- d) After the tender opening, the whole process involving scrutiny, clarifications, evaluation and comparison of tenders and recommendations regarding award of Contract shall be confidential. Any efforts on part of any BIDDER to influence the Port Authority in any way in the process of scrutiny, evaluation, comparison of tenders and decision concerning award of Contract may result in rejection of the BIDDER's bid.
- e) Any modification of the Tender Document, which may become necessary, before opening of the Technical Bid, shall be made through the issue of an Addendum. This Addendum, so issued, shall be communicated to all the participating BIDDERS. This Addendum shall form part of the Tender Document and shall remain binding on all the BIDDERS and the same shall be submitted (duly signed and stamped on each pages as token of acceptance) by them, within the stipulated date of submission or extended due date of submission, if any.

## **2.16 OPENING OF PRICE BID:**

- a. Technical Proposals considered to be non-conforming, not substantially compliant and not fulfilling the requirements of the Tender Documents, shall be rejected by the Employer and the BIDDER shall not subsequently be permitted to make any changes or corrections to, or withdrawals of the non-conforming deviation or reservation.
- b. Tenders, which are found to be in conformity with Tender requirement, shall be considered for opening of Price Bid.
- c. The BIDDERS found to be qualified and responsive shall be informed about the date and time of opening of their Price Bids.
- d. On the stipulated date and time the Price Bids of such BIDDERS shall be opened.

## **2.17 DISQUALIFICATION**

Even if an applicant meets the eligibility criteria and MQC, he shall be subject to disqualification if he is found to have:

- i. made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/ or;
- ii. Records of poor performance during the last five years, as on the date of application, such as abandoning the work, rescission of the contract for reasons which are attributable to non-performance of the contractor, inordinate delays in completion, consistent history of litigation resulting in awards against the contractor or any of the constituents, or financial failure due to bankruptcy, and so on. The rescission of a contract of venture JV on account of reasons other than non-performance, such as the most experienced partner (major partner) of JV pulling out;
- iii. On account of currency of debarment by any Government agency.

## **2.18 FALSE INFORMATION**

The Bid will be summarily rejected & disqualified and bidder shall be debarred for a period of up to **three (3) years** from participating for tenders at NMPA, duly informing the MSE authorities as applicable, if:

- A. Any of the documents furnished by the bidder is found to be wrong / false **during scrutiny** ; and/or
- B. Any of the documents furnished by the bidder is found to be wrong / false **during the contract period**, contract will be terminated and performance security will be forfeited.

## **2.19 RESPONSIVENESS**

**The bidder has to submit the following documents, failing which the Bid will be treated invalid and rejected summarily. Bidder shall not have any claim on this account later on.**

- 1. Tender Fee details (or) MSME/NSIC Certificate as per Clause No. 2.14 (1) of ITB.**
- 2. EMD details (or) MSME/NSIC Certificate as per Clause No. 2.14 (1) of ITB.**
- 3. GST Registration Certificate.**
- 4. DEALER POSSESSION LICENSE issued by Wireless Monitoring Station, Ministry of Communication and IT.**

# GENERAL CONDITIONS OF CONTRACT

## 1 Definitions

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

- a) "**Employer**" means **Board of Members** of New Mangalore Port, a body corporate under the **Major Port Authority Act, 2021**, by notification issued by the Government of India, acting through its Chairperson, Dy. Chairperson or Deputy Conservator or any other officers so nominated by the Board.
- b) "**Bidder/Contractor/Operator**" means the person or persons, firm, corporation or company whose tender has been accepted by the Board and includes the Bidder's servants, agents and workers, personal representatives, successors and permitted assigns.
- c) "**Contract**" means and includes Tender Documents, Instructions to BIDDERS, General Conditions of Contract, Drawings, Specifications, and Schedules etc., any amendments thereto, Bid, Work Order and the Contract Agreement.
- d) "**Contract Price**" means the total sum of money to be paid by the board to the bidder on timely completion of the contract work as per Contract including payment for extra work, i.e. as per defined and applicable items of the terms of payment.
- e) "**Specifications**" means the specification referred to in the tender documents and any modifications thereof or additions thereto or amendments thereto as may be from time to time be furnished or approved in writing by the **Employer**.
- f) "**Work**" or "**Works**" shall mean **Maintenance of VHF Handsets, Base/Mobile Stations and Repeater Stations** and work to be done, executed or carried out by the contractor as per the scope of work under the contract.
- g) The "**Site**" shall mean the area of operation of the tug being the Port limits of New Mangalore Port Authority.
- h) "**Approved**" or "**Approval**" shall mean approval in writing.
- i) "**Month**" shall mean English Calendar Month.
- j) "**Engineer in-charge / representative**" shall mean any officer / Engineer authorized by Dy.Conservator for purpose of this contract.
- k) "**SOT**": **Schedule of Tender**
- l) **NMPA** or **Port** means **New Mangalore Port Authority, Panambur**.

## **2 COMMENCEMENT OF CONTRACT**

The successful bidder shall commence the contract within **30 days** from the date of issue of Work Order.

## **3 CONTRACT PERIOD**

The contract period is for **1 (One) year** from the date of commencement of contract.

## **4 WORK ORDER:**

The Work Order will be issued by the Competent Authority intimating the successful bidder about the proposed acceptance of tender.

## **5 CONTRACT AGREEMENT:**

The successful bidder will be required to execute an agreement at his expense on **₹100/-** Non-Judiciary Stamp Paper in the proper departmental format (**Form 1**) for the due and proper fulfillment of the contract within **28 days** from the date of issue of Work Order.

The contractor shall make **07 copies of the Agreement** with your original technical bids and submit to the employer within **07 days** after signing of Agreement by the EMPLOYER and CONTRACTOR.

**If the successful bidder fails to sign the agreement within the 28 days from the date of issue of Work Order, the contract shall be cancelled.**

## **6 TERMINATION FOR DEFAULT / DEBARMENT**

a) The Port may, without any prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder, terminate the contract in whole or in part:

- i. If the Bidder fails to commence the contract within the period as specified in the contract or any extension granted by the Port.
- ii. If the Bidder fails to perform any other obligation under the contract and does not cure after receipt of a notice of default, its failure within the time specified by the Port in the notice. The notice of default shall specify the nature of default as well as the time within which the default has to be cured by the Bidder.
- iii. The Bidder shall be debarred if he has been convicted of an offence
  - 1) Under the prevention of corruption Act, 1988 or
  - 2) The Indian Penal code or any other Law for the time being enforced, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
  - 3) If the Bidder has breached the code of Integrity.

- b) In case of termination of contract for default by the bidder, the bidder will be banned for a period of up to **3 years** to participate in any of the future tender of **New Mangalore Port Authority**.
- c) “The contract may be terminated by **NMPA** by giving written notice to the bidder, at least **30 days** in advance and bidder shall not have right of any claim on **NMPA** on account of such termination, if they don’t comply the above conditions **Clause No.6 a) and b)**”
- d) If bidder is found debarred or de-listed from any government, semi-government agency or **PSUs during scrutiny of bids**, their bid is liable to be rejected.
- e) If bidder is found debarred or de-listed from any government, semi-government agency or **PSUs during the contract period**, their contract will be terminated by giving **30 days** of advance notice and their **Performance Bank Guarantee** shall be shall be forfeited.

## **7 PERFORMANCE SECURITY**

- 7.1 Performance Security should be **10 % of Total Contract value + GST** and should be submitted in the form of **Insurance Surety Bonds or Account Payee Demand Draft from a Commercial Bank or Bank Guarantee from a Commercial Bank or payment online in an acceptable form within 28 days** of issue of Work Order. **Bank Guarantee** as per Format given in **Form -2** with a validity of **One year** and claim period of **3 months**.
- 7.2 Penalty @ **0.25% on the value of Performance Security + GST** shall be levied per week for each week or part thereof on delayed submission of BG.
- 7.3 “**Performance Security**” shall be released after satisfactory completion of contract period.

## **8 FORCE MAJEURE:**

- (A) In this clause “**Force Majeure**” means and exceptional event or circumstances,
  - a) which is beyond party’s (Employer or Contractor) control
  - b) which such party could not reasonably have provided against before entering into the contract
  - c) which, having arisen, such party could not reasonably have avoided or overcome
  - d) which is not substantially attributable to the other party**Force Majeure** may include, but it is not limited to, exceptional events or circumstances of the kind listed below, so long as condition (a) to (d) above are satisfied.

- Natural catastrophic such as Earthquake, Tsunamis, hurricane, Typhoon, tempest etc.
  - War hostilities (whether war to be declared or not), invasion, act of foreign enemies.
  - Rebellion, Terrorism, Revolution, insurrection, military or usurped power or civil war.
  - Riot, commotion, disorder, strike or Lockout by persons other than contractor's personnel and other employees are the contractor or sub-contractor.
  - Munitions of War, explosive materials, ionizing radiations or contaminations by radioactivity, except as maybe attributable to the contractor's use of such munitions, explosive, radiation or radioactivity
- The failure of the party to fulfill any of its obligations hereunder shall not be considered to be a breach of, default under the contract in so far as such inability arises from any event of **Force Majeure**, provided that the party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out terms and conditions of the contract.

**(B) Measures to be taken:**

- A party affected by an event of **Force Majeure** shall take all reasonable measures to remove such party's inability to fulfill its obligations hereunder with a minimum delay.
- A party affected by an event of **Force Majeure** shall notify the other party of such event as soon as possible, and in every event not later than 14 days following the occurrence of such events, providing evidence of the nature and cause of such event, and shall similarly give notice of the Restoration of the normal conditions as soon as possible
- The parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

<b>9</b>	<b>SCOPE OF WORK</b>
<b>9.1</b>	<b>VHF Handsets:</b> Bi-monthly Servicing and Testing of the handsets, replacing retrofit covers, Volume and channel knob if found damaged, Testing of reception and replacement of broken antenna, rectifying any fault in the system, reprogramming if required. Testing the reception and transmission of each set.
<b>9.2</b>	<b>VHF Base/Mobile stations:</b> Bi-monthly Servicing and Testing of reception and transmission of each base and mobile set, Checking the wiring, Checking power supply units, output voltage, checking attached battery voltage and replacing battery (department provided), Corrupt software to be reprogrammed and any hardware replacement same to carried out. Checking all the antenna's and connected cables. Replacing antenna or connected cable if required.

9.3	<b>Repeater stations:</b> Bi-monthly Servicing & Testing of 2 Nos. of CISF Repeater stations and its other accessories, checking of Antenna and Antenna connections and Checking transmission/ reception, cleaning and checking of batteries.
9.4	Bi-monthly Servicing and Testing of VOX operation head sets, necessary repair works to be carried out if required (CISF).
9.5	Bi-monthly servicing if any could not be carried out due to any reasons, the firm will not insist/ask for postponement/extension. It would be treated as cancelled.

## 10 CRITICAL SPARES

The critical spares required for servicing / repair of sets/equipment are to be arranged by the contractor and charges for the same would be paid at actual. The bidder should quote the rates excluding GST as per format as in **Annexure -10** and GST as applicable would be paid extra.

However these spares will only be used during servicing / repair of any set/ equipment on requirement basis and as per the rates quoted.

**Note:** If a bidder is L1 as per rates quoted for AMC but rates quoted by L1 bidder for critical spares found higher as compared to other bidders, the L1 bidder shall agree to reduce the rates to the lowest rates quoted by other bidder. In the event of L1 bidder not agreeing to match/reduce the rates of critical spares with the lowest rates of other bidder, the Port reserves the right not to accept the offer of L1 bidder.

## 11 PENALTY FOR DELAYING COMMENCEMENT OF CONTRACT:

The successful contractor shall commence the contract within **30 days** from the date of issue of Work Order. **If the contractor fail to comply the date for commencement of contract,** Penalty will be imposed at **½ % per day** or part thereof of the total contractual value for the delayed period till **20 days** (penalty period). However the maximum amount of Penalty shall be **10% of the contract price**. If the work is not commenced within **50 days** (**30 days** from the date of issue of Work Order + **20 days** penalty period), the contract shall be liable to be terminated and the **EMD/ Performance Security will be forfeited**. In the event of imposing the **Penalty, GST as applicable shall be collected**.



## **12 PENALTY**

The break down calls to be attended within **48 hours** on intimating through email/phone/mobile. No extra payment applicable for the breakdown calls attended during the contract period. If contractor fails to attend the defect/s within **48 hours** from the time of intimating the defect/s, penalty **@ 0.25% per day** of the total contractual value will be imposed till **30 days** for the delay in attending the defects. The penalty will be deducted from the bill.

## **13 PAYMENTS**

a) **The Bi-monthly bill in complete shape** are to be submitted to the office of the Deputy Conservator and payment will be made within **15 days** from the date of submission of bill.

b) The bill / Invoice should clearly indicate the contractor's PAN, GST Registration Number etc.

**The invoice should contain the following information:**

Name of the customer: **NEW MANGALORE PORT AUTHORITY**  
GSTIN of customer: **29AAALN0057A2ZG**

c) **GST will be paid extra as applicable.**

d) Taxes such as INCOME TAX etc. as applicable will be deducted from the contractor's bill.

e) No interest on account of delayed payments.

f) Any claim for interest will not be entertained by the NMPA with respect to any payment or balance which may be in their hands owing to any disputes between themselves and the Contractor or with respect to any delay on the part of the NMPA in making payment. Further No interest will be paid on Retention money of Performance Security.

g) Payment will be made only in INDIAN RUPEES.

h) Payment will be made through E-Payment only.

## **14 PRICE BID EVALUATION:**

Price bids of techno-commercially qualified bidders will be opened and the Bidder whose Price Bid in **Annexure – 9** is found to be the **Lowest** shall be considered for award of Contract.

## **15 PRICES**

The bidder should make sure that their offer is firm and without any condition which will have any financial implication. Only the price that appears in the Price bid will be considered.

## **16 ADDRESS**

Address mentioned in GST Registration Form will be considered for all future correspondence as per **Annexure – 4.**

## **17 MOBILIZATION & DEMOBILIZATION**

The contractor shall bear all expenses for mobilization /demobilization.

## **18 TAX:**

The rate quoted by the Bidder is exclusive of GST. Applicable GST to be shown separately in Tax Invoice and same will be reimbursed. All the GST returns needs to be filled within time limit. The contractor shall file the applicable returns with Tax Department in time and submit the same as documentary evidence. Input Tax credit lost if any due to non-filing of returns will be recovered from contractor.

*After the last date of bid submission date*, other than GST if any new taxes, levies, duties imposed by the Govt. is applicable to this contract, same shall be reimbursed by the employer on production of documentary evidence

## **19 E PAYMENT**

The option of e-payment is available to the Bidder. The BIDDERS are required to furnish the following information as per the enclosed format (**Annexure- 4**) for opting e-payment.

## **20 INSURANCE:**

The Insurance for the **staff and their vehicle** shall be arranged by the contractor.

The contractor shall take the Insurance policy covering all type of risks of all employees engaged by them.

## **21 CONDUCT:**

The Bidder, at all times during the tenure of contract, shall take all measures to prevent any unlawful, riotous or disorderly conduct by or amongst his staff at the site and for the preservation of peace and protection of persons and property at the work site as well as in the neighborhood of the works. *The bidder shall not give, charter or otherwise dispose of to any person or persons any arms or ammunition or any kind or permit or offer the same as aforesaid.*

## **22 ARBITRATION:**

In case of any dispute between the contractor and employer, all the reasonable efforts shall be made for an amicable settlement in the first instance. Upon failure to do so, either party may refer the dispute for settlement through '**conciliation and settlement guidelines**' issued by IPA time to time. In case parties fail to arrive any settlement as mentioned above, either party may refer the dispute for arbitration.

Unresolved dispute between the contractor and employer shall be referred to arbitrators to be appointed in accordance with the provisions of the arbitration and conciliation Act, 1996 or statutory amendments and modifications thereof. Arbitration shall be held in **Mangalore**. The arbitration proceedings shall be in **English**.

The disputes so raised shall be referred to a panel of **three** Arbitrators, of which one to be appointed by the **NMPA** and other by the contractor. The presiding arbitrator will be appointed by the arbitrators appointed by both the parties herein. The Arbitration proceedings shall take place in Mangalore or Administration building, **NMPA**, Panambur only and same shall be under Jurisdiction of Court of Mangalore.

### **23 LANGUAGE AND LAW:**

The language in which the Contract documents shall be drawn up shall be in **English**.

### **24 SAFETY:**

The Bidder shall be responsible for the safety of all activities at the Site. The contractor should supervise the safety of the staff at all time.

### **25 CANTEEN FACILITIES**

The Canteen facilities may be availed by the Contractor on chargeable basis for the contractor / personnel deployed.

### **26 PROTECTION OF ENVIRONMENT**

All measures and aspects to be adapted to protect the environment.

### **27 SAFETY REGULATIONS**

The Bidder shall be responsible for the safety of all activities at the Site. Working personnel should wear proper PPE and follow the safety regulations of Port.

### **28 STAFF PASS**

**Free Port Entry Passes** will be issued for the staff & their vehicles. However, RFID card to be purchased from Pass section at bidder's cost. The cost of each card is ₹150/- appx.

**29** The bidder should also note that they should employ the staff of **Indian Nationals only** and comply with the provisions of Applicable Acts and other relevant Rules.

- 30** The staff shall be deemed to be under the control and supervision of the bidder for all legal purposes and the charterer (NMPA) is not liable for settlement of any claim or compensation or for any acts or omissions of those staff.
- 31** The Bidder or his staff **shall not indulge** in smuggling or illegal activities, give barter or otherwise dispose off to any person or persons, any arms or ammunition of any kind or Port property or permit or offer the same as aforesaid.
- 32** In case the Port receives complaints of indiscipline, refusal to carry out the orders of proper authority or indulging in illegal activities, the concerned personnel shall not be allowed inside wharf and this personnel shall be replaced **within 24 hrs.**
- 33 DEVIATION**  
The BIDDERS shall not offer and/or submit any counter conditions. Tenders containing counter conditions shall be rejected.
- 34 ALTERATION**  
Any alteration, omission or cancellation made to the tender must be authenticated by the Bidder's signature.
- 35 ALTERNATIVE/CONDITIONAL TENDER**  
In the event any bidder offers any alternative proposal in this tender and/or incorporate any condition the tender shall be considered as non-responsive and rejected.
- 36 BRIBES**  
The offer of bribes or other inducement to any person with a view to influence the placing of the contract will result in the unconditional rejection of the tender.
- 37 ASSIGNMENT AND SUBLETTING**  
The bidder shall not assign lease or sublet this contract or the benefit hereof or any part thereof or any money payable here under or sublet the services to be rendered as aforesaid or any part thereof to any other person, firm or company. Contradictory action to this condition shall render the contact liable for termination and the Performance Bank Guarantee (Security Deposit) shall be forfeited.
- 38 MANAGER AND SERVICE TEAM**  
**Manager:** The Manager with a decision making capabilities shall accompany the Service team visiting the Port for servicing/repairs of equipment as per Scope of work. He shall be responsible for the works carried out, documentations, communications /co-ordinations with the Port.

**Service team:** The service team comprising of a skilled Service Engineer/ skilled service technician with experience in repairing and servicing of equipments as per scope of work mentioned vide **Clause No.9 of GCC.**

### **39 ALCOHOLIC LIQUOR OR DRUG**

The contractor shall not otherwise then in accordance with statutes, Ordinances and government regulations or orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs or permit or suffer any such importation, sale, gift, barter or disposal by his agent or employees.

### **40 POLLUTION DAMAGES**

The contractor shall be liable for pollution damage and the cost of clean-up, which has occurred due to the contractor's and / or the contractor's personnel by willful, intentional acts or omissions or gross negligence.

### **41 PERSONAL PROTECTIVE EQUIPMENT: (PPE)**

The contractor shall be solely responsible, at his own cost, for the supply of required PPE to his staff and he shall also ensure the use of PPE such as helmets (FRP), nose masks, hand gloves, Belts, Safety Shoe, Gum boots, rain coat, harness etc. by his staff at site.

**42** In the event of any of its workers raising any demand/dispute on employment or terms and conditions of service or any such matter, the Contractor shall resolve the same without interruption of service and the functioning of the Port. However, there shall be no claim for employment or any other monetary benefits from the Port.

**43** The Employer (NMPA) shall not be **responsible** and liable for any damage / accident / loss / death / compensation payable to any workman or other person in the employment of the contractor / injury suffered by any of the contractor's staff due to errors of the Supervisor / staff or any reason whatsoever.

**44 Employer Liability Insurance:** The Contractor shall indemnify and keep indemnified the Employer i.e. NMPA against all damages or compensation payable at Law in respect of or in consequence of any accident or injury to any workman or other person in the employment of the contractor or Sub-Contractor against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof on in relation thereto and the Employer shall be at liberty to deduct or adjust from the Contractor's bills an amount that employer may be called upon to pay towards claims, demands, proceedings, costs, charges and expenses whatsoever in respect of or in relation to any accident or injury referred to above without any reference to the Contractor.

- 45** The Contractor shall comply with the Central State and Municipal Laws and Rules and shall be solely responsible for complying with the provisions of the Contract “Labour (Regulations & Abolition) Act, 1970 & the contract labour (Regulation & Abolition) Karnataka Rules 1974 and rules there under and the enactments that may be applicable including ESI Act, the payment of wages act, Provident Fund Act, the Minimum Wages Act, the Factory’s Act. The Workman Compensation Act or any other applicable legislation and the Municipal by-laws or other statutory Rules and Regulations whatsoever in force of these are applicable. Any obligations finding or otherwise missed under any statutory enactments, rules & regulations there under shall be the responsibility of the Contractor and the NMPA will take no responsibility for the same. The Contractor should take Workmen’s Compensation Policy for his workers, who are not covered under ESI and submit the same to the EIC immediately after commencement of the work.
- 46** The Contractor is liable to pay all Statutory Compensation of the Labourers / persons engaged by him for the satisfactory execution of the works. If any claim is made against New Mangalore Port Authority on this work, the Port Authority shall have the right to deduct the same from the bill amount payable to the contractor after verification of the validity and if admissible as per rules.
- 47** The Port Authority reserves the right to cancel the contract without assigning any reason thereof and without any liability by giving **90 days** advance notice due to non-satisfactory performance / deviation from tender conditions, in execution of contract.
- 48** The contractor has to submit **Indemnity Bond** and **Undertaking** as per prescribed formats **Form No-3** and **Form No-4** prior to commencement of contract.

Date:

Signature of the bidder with stamp

## Annexure -1

### Bidder Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

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

Tender No.: ----- [insert number of Tendering process]

Page ----- of ----- pages

1. Bidder's Legal Name ----- [insert Bidder's legal name]

2. Bidder's actual or intended Country of Registration: ----- [insert actual or intended Country of Registration along with Registration Details]

3. Bidder's Year of Registration: ----- [insert Bidder's year of registration]

4. Bidder's Legal Address in Country of Registration: ----- [insert Bidder's legal address in country of registration]

#### 5. Bidder's Authorized Representative Information

Name of the Authorized Representative: ----- [insert Authorized Representative's name]

Name of the firm: ----- [insert Firm's name]

Address: ----- [insert Authorized Representative's Address]

Telephone/Fax numbers: ----- [insert Authorized Representative's telephone/fax numbers]

Email Address: ----- [insert Authorized Representative's email address]

6. Attached are copies of original documents of: [check the box(es) of the attached original documents]

In case of government owned entity from India, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB

PAN NUMBER

GST Registration Numbers

(Authorised Signatory)

Company Seal:

**NOTE: The above details should be typed in the firm's letter head and submitted with signature and seal.**

## Annexure -2

### MINIMUM QUALIFICATION CRITERIA OF BIDDERS

<b>1.</b>	<b>List of all Completed Contracts during the last Seven (7) years similar in nature ending on last day of month previous to the one in which tenders are invited as per clause No. 1.1 of MQC:</b>				
Sl. No.	Nature of Work	Total value (in INR)	Contract Period		Name & address of clients
			From	To	
a)	<b>LOA/Work Order/Agreement for each completed work is to be enclosed.</b>				
b)	<b>Work Completion Certificate from the client (Not in bidder's letter head) for each completed work is to be enclosed as documentary evidence for similar work/s carried out. Such certificate should clearly reflect the Period of Contract, Total Contract Amount in INR.</b>				
<b>2</b>	<b>DEALER POSSESSION LICENSE with validity</b>				
	<b>Date of validity</b>		.....		
<b>DEALER POSSESSION LICENSE issued by Wireless Monitoring Station, Ministry of Communication and IT to be submitted.</b>					

**NOTE: The above details should be typed in the firm's letter head and submitted with signature and seal.**



**UNDERTAKING**

This is to certify that the contents of the downloaded **Tender Document** for the work of **“Maintenance of VHF Handsets, Base/Mobile Stations, Repeater Stations and its Accessories for one year”** have not been altered, in any form by us.

Signature .....

For and on behalf of.....

(Company Seal)

Date: .....

## Annexure -4

### Bankers Details for E Payment

1.	Name of the firm (Bidder)	
2.	Full address of the firm (Bidder) registered under GST (All correspondence will be made to this address only)	
3.	Telephone No. of the beneficiary (Bidder)	
4.	Mobile No. of the beneficiary (Bidder)	
5.	Fax No. of the beneficiary	
6.	Email ID:	
7.	Account No.	
8.	Account Type (SB or CA or OD)	
9.	Name of the Bank	
10.	Full address of Branch	
11.	MICR code (Should be 9 digit)	
12.	Bank IFSC Code No.	
13.	GST Registration No.	
14.	PAN Card No.	

**NOTE: The above details should be typed in the firm's letter head and submitted with signature and seal.**

**COVERING LETTER**

No.....

Date:.....

To

**The Dy. Conservator,**  
Marine Department,  
New Mangalore Port Authority,  
Panambur-575010  
Mangalore.

Dear Sir,

**Sub:** Submission of Technical Bids

**Ref:** Tender No **NMPA/AE-MW/VHF-AMC/2023/17** dated 05-01-2024  
for **“Maintenance of VHF Handsets, Base/Mobile Stations,  
Repeater Stations and its Accessories for one year”**

Please find attached herewith the following enclosures

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12

Place:

Date:

Signature:

Seal:

**NOTE: The above details should be typed in the firm’s letter head and submitted with signature and seal.**

## Annexure – 6

(To be executed on non-judicial Stamp Paper of ₹100/-)

### FORMAT OF POWER OF ATTORNEY

In favour of signatory/s to the Tender, duly authenticated by Notary Public.

POWER OF ATTORNEY IN FAVOUR OF -----  
(Name, Designation, Company name)

TO ALL TO WHOM THESE PRESENTS shall come, I -----,  
(Name & address of the authorized person to sub-delegate/delegate powers, delegated on him by the Board of Directors) do hereby sub-delegate/delegate, in terms of the powers delegated to me by the Board of Directors, ----- (name of the Co.) to Shri ----- (name, designation & address of the Attorney) the following:

NOW KNOW YE AND THOSE PRESENTS that I -----,  
(Name & address of the authorized person to sub-delegate/delegate powers, delegated on him by the Board of Directors), do hereby authorize and empower Shri ----- (name, designation & address of the Attorney) to do severally amongst others, for the purpose of carrying on our business, the following:

- a) To represent lawfully the ----- (name of the Co.) for obtaining bid/tender documents, prepare, sign, execute and submit tenders for execution of “**Maintenance of VHF Handsets, Base/Mobile Stations, Repeater Stations and its Accessories for one year**”. Or any other works incidental to such works
- b) To discuss the technical and financial matters, negotiate and accept prices and take decisions regarding terms and conditions and sign agreements and contracts and also to bind the (name of the Co.) to the arbitration clause included in the contract.
- c) For all or any of the purposes here of to sign and deliver or otherwise execute such deed or deeds, transfer or transfers, endorsement or endorsements and to perform such other acts, matters, things as the Attorney shall consider requisite or advisable as full and effectively as the Company could do, if present and acting there.

I, ----- (Name & address of the authorized person to sub-delegate/delegate powers, delegated on him by the Board of Directors) in terms of the powers delegated to me by the Board of Directors of ----- (name of the Co.), do hereby agree that all acts, deeds and things done by the said Attorney by virtue of this power of attorney, shall be construed as acts, deeds and things done by the Company.

I, ----- (Name & address of the authorized person to sub-delegate/delegate powers, delegated on him by the Board of Directors), further undertake to ratify and confirm whatever our said attorney shall do or cause to be done for the Company, the said Company, in the premises, by virtue of the powers hereby given.

WHEREAS, this sub-delegation is signed and delivered to Shri ----- (name & designation of the Attorney), on this ----- day of -----, 20-- (Two thousand -----).

WHEREAS, even though this sub-delegation is signed on this ----- day of -----, 20--(Two thousand -----), will have effect from the date he signs and receives this delegation.

IN WITNESS WHEREOF, I,----- (Name & address of the authorized person to sub-delegate/delegate powers, delegated on him by the Board of Directors) has, this ---- day of -----, 20--(Two thousand -----) set my hands and subscribed my signature unto this instrument.

SIGNED AND DELIVERED ON  
\_\_\_\_\_ BY

(Name of authorized person to delegate powers)

WITNESS:

SIGNED AND RECEIVED ON

\_\_\_\_\_ BY

(Name & designation of Attorney)

**DECLARATION**

We hereby certify that our company/firm has not been debarred or de-listed or blacklisted by any Government (Central/State), Semi Government Agency or Any PSUs.

Signature .....

For and on behalf of.....

(Company Seal)

Date: .....

**DECLARATION**  
**(In case of Proprietorship firm)**

We hereby certify that our company/firm M/s.....  
is a Proprietorship firm and undersigned is the Proprietor of  
the company.

Company seal with Date

Signature of Proprietor of the Company

**SPECIMEN FORM OF CONTRACT AGREEMENT**

(To be executed on ₹100/- non-judicial Stamp Paper)

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS CONTRACT AGREEMENT is made on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

BETWEEN

(1) The Board of Members of the **New Mangalore Port Authority**, an Autonomous Body of the Ministry of Shipping of the Government of INDIA, incorporated under the **Major Port Authority Act, 2021** as Amended thereafter, under the Laws of India and having its principal place of business at Panambur, Mangalore – 575 010, Karnataka State (hereinafter called "**the Port**"),

and

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

WHEREAS the PORT invited Tenders against tender **no.....** for execution of "**Maintenance of VHF Handsets, Base/Mobile Stations, Repeater Stations and its Accessories for one year**" viz., and has accepted a Tender by the Contractor in accordance with Supply /delivery schedule and remedying of any defects therein, in the sum of [insert Contract Price in words and figures, expressed in the Contract currency(ies) excluding GST ] (hereinafter called "**the Contract Price**").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the **Port** and the **Contractor**, and each shall be read and construed as an integral part of the Contract:
  - (a) This Contract Agreement
  - (b) General Conditions of Contract;
  - (c) Notice Inviting Tender and Tender No. .... **dated** .....
  - (d) Replies issued to the Pre-bid queries, Corrigendum to Tender
  - (e) The Bidder's original Price Bid
  - (f) The Port's Work Order No. .... **dated** .....
  - (g) Add here any other document(s)



AND WHEREAS

**PORT** accepted the Bid of **Contractor** for the provision and the execution of WORK at the CONTRACT PRICE as indicated in CONTRACT upon the terms and subject to the conditions of Contract. Now this CONTRACT AGREEMENT witnesseth and it is hereby agreed and declared as follows:

3. In consideration of the payment to be made to **Contractor** for WORK to be executed by him, **Contractor** hereby Covenants with **PORT** that **Contractor** shall and will duly provide, execute and complete Work and things in CONTRACT, mentioned or described or which are to be implied there from or may be reasonably necessary for completion of Work and at the times and in the manner and subject to the terms and conditions or stipulations mentioned in CONTRACT.
  
4. In consideration of the due provision, execution and completion of WORK, **Contractor** does hereby agree to pay such sums as may be due to **PORT** for the services rendered by **PORT** to **Contractor** as set forth in CONTRACT and such other sums as may become payable to **PORT** towards loss, damage to the **PORT's** equipment, materials etc. and such payments to be made at such time and in such manner as is provided in the CONTRACT.

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

The Agreement is assigned as ..... dated ..... And contains pages from **01** to .....

**For and on behalf of the PORT**

**For and on behalf of the Contractor**

Signed: (insert signature)  
in the capacity of [insert title or other  
appropriate designation ]

Signed: [insert signature of authorized  
representative(s) of the Contractor] in the  
capacity of (insert title or other appropriate  
designation)

in the presence of [insert identification of  
official witness]

in the presence of [insert identification of  
official witness]

**SPECIMEN BANK GUARANTEE FORM FOR  
PERFORMANCE GUARANTEE**

(To be executed on ₹100/- non-judicial Stamp Paper)

*[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]*

1. In consideration of the Board of Members of **New Mangalore Port Authority, Panambur, Mangalore - 575010, Karnataka** incorporated by the Major Port Authority Act, 2021 (hereinafter called "The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board Members of the Port of **New Mangalore Port Authority**, its successors and assigns) having agreed to exempt (Name of the Bidder/s (hereinafter called the "Bidder/s") from the demand under the terms and conditions of the Contract, vide **Dy.Conservator** Work Order No \_\_\_\_\_ date \_\_\_\_ made between the BIDDERS and the Board for execution of \_\_\_\_\_ covered under Tender No \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called "the said contract") for the payment of Performance Guarantee in cash or Lodgement of Government Promissory Loan Notes for the due fulfillment by the said BIDDERS of the terms and conditions of the said Contract, on production of a Bank Guarantee for ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_) only we, the (Name of the Bank and Address) \_\_\_\_\_ (hereinafter referred to as "the Bank") at the request of the BIDDERS do hereby undertake to pay to **FA and CAO, New Mangalore Port Authority** an amount not exceeding ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_) only 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 BIDDERS of any of the terms and conditions of the said contract.
2. We, \_\_\_\_\_ (Name of Bank) do hereby undertake to pay 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 any breach by the BIDDERS of any of the terms and conditions of the said contract or by reason of the BIDDERS 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 any amount not exceeding ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only).
3. We, \_\_\_\_\_ (Name of Bank) undertake to pay to the Board any money so demanded notwithstanding any dispute or disputes raised by the Bidder(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Bidder(s) shall have no claim against us for making such payment.
4. We, \_\_\_\_\_ (Name of 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 performance of the said contract and that 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 \_\_\_\_\_ (Name of the user department) of the Port Authority certifies that the terms and conditions of the said contract have been fully and properly carried out by the said BIDDERS and accordingly discharge this guarantee

PROVIDED HOWEVER that the Bank shall be at the request of the Board but at the cost of the BIDDERS, renew or extend this guarantee for such further period or periods as the Board may require from time to time.

5. We, \_\_\_\_\_ (Name of 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 contract or to extend the time of performance by the said BIDDERS from time to time or to postpone for any time or from time to time any of the powers exercisable by the Board against the said BIDDERS and to forebear 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 extensions being granted to the BIDDERS or for any forbearance, act or omission on the part of the Board or any indulgence shown by the Board to the BIDDERS 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.  
This guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder(s).

**Notwithstanding anything to the contrary contained in any law for the time being in force or banking practice, this guarantee shall not be assignable or transferable by the beneficiary. Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be attained by the Bank. Any invocation of guarantee can be made only by the beneficiary directly**

It is also hereby agreed that the Courts in **Mangalore** would have exclusive jurisdiction in respect of claims, if any, under this Guarantee.

6. We, \_\_\_\_\_ (Name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing
7. **“Notwithstanding anything contained herein:**
- a) **Our liability under this Bank Guarantee shall not exceed ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only);**
  - b) **This Bank Guarantee shall be valid upto \_\_\_\_\_; and**
  - c) **We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before \_\_\_\_\_ (date of expiry of Guarantee).”**

Date    day of 20

Signature

For (Name of Bank)  
(Name)

**INDEMNITY BOND**

(To be furnished in Stamp paper not less than ₹100 e-Stamp paper)

This deed of indemnity is executed by .....herein after referred to as 'Indemnifier' which expression shall unless repugnant to the context or meaning thereof, include its successors, Administrator, representatives and assignees in favour of **New Mangalore Port Authority**, Panambur, Mangalore 575010, herein after referred to as 'indemnified' which expression shall unless repugnant to the context or meaning thereof include its representatives and assignees witnesses as to.

Whereas the indemnified herein as awarded to the indemnifier herin a Tender/Contract or for supply of / Construction of ..... on terms and conditions set out interalia in the **Work Order No.....** valued at ₹.....

AND Wheareas, the **Clause No...** of the above mentioned work order provides for indemnifying the indemnified by the indemnifier for any accident, damage or compensation payable to any workmen or other person in the employment of the contractor or any sub contractor during the period of tender/contract.

AND whereas, the indemnifier hereby irrevocably agrees to indemnify the indemnified against all damages or compensation payable at law in respect of or in consequence of any accident or injury to any workmen or other person in the employment of the contractor or sub-contractor against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto and the indemnified shall be at liberty to deduct or adjust from the bills payable to the indemnifier by the indemnified for an amount that the indemnified may be called upon to pay towards claims, demands, proceedings, costs, charges and expenses whatsoever in respect of or in relation to any accident or injury referred to above without any reference to the indemnifier.

The indemnifier shall comply with all the Central, State and Municipal Laws and Rules and shall be solely responsible for complying with the provisions of the Contract Labour (Regulations & Abolition)Act,1970 & the contract labour (Regulations & Abolition)Karnataka Rules 1974 and rules there under and the enactments that may be applicable including ESI Act, the payment of Wages Act, Provident Fund Act, the Minimum Wages Act, the Factory's Act, the Workmen Compensation Act or any other applicable legislation and the Municipal by-laws or other statutory Rules and Regulations whatsoever in force if these are applicable .Any obligations finding or otherwise missed under any statutory enactments Rules & Regulations there under shall be the responsibility of the indemnifier and the indemnified will have no responsibility for the same.

The indemnifier shall obtain Workmen's Compensation Policy for his workers, who are not covered under ESI and submit the same to the ESIC immediately after commencement of the work.

The indemnifier is liable to pay all Statutory Compensation to the Labourers / persons engaged by him for the satisfactory execution of the works. If any claim is made against indemnified arising out of this work, the Port shall have the right to deduct the same from the bill amount payable to the indemnifier after verification of the validity and if admissible as per rules.

The indemnifier shall ensure the use of PPE such as helmets, safety shoes, nose masks, hand gloves, safety harness or any other equipment as required depending on nature of work by his staff at site.

In addition to complying of the above, the indemnifier hereby undertakes to indemnify the indemnified against any unforeseen incidents/accidents, which may lead to fatality including death, permanent/partial disablement, injury, financial loss, legal issues or any other etc of the labourers / workmen's / staffs of the contractor / sub-contractor for which the indemnified and its officers / representation are in no way responsible.

For.....  
INDEMNIFIER  
(Signature with name and Designation)  
Company Seal

Station:

Date :

Witness:

1.....  
Signature with Seal, Designation &Address

2.....  
Signature with Seal, Designation &Address

**(Should be typed in the Firm's /Contractor's official letter head)**

**UNDER TAKING**

We, M/s..... acknowledge, undertake and agree that our employees / labourers shall at all times observe and comply with relevant legislations and procedures/rules related to safety, Environmental and security aspects. We also confirm that,

- 1) The Employer (NMPA) shall not be liable for any accident, damage or compensation payable to any workman or other person in the Employment of M/s..... or any Subcontractor of M/s..... or any other person deployed by us for work inside Port premises.
- 2) **Employer liability Insurance:** M/s..... shall indemnify and keep indemnified the Employer i.e. NMPA against all damages or compensation payable at Law in respect of or in consequence of any accident or injury to any workman or other person in the employment of M/s..... or our subcontractor against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto and the Employer (NMPA) shall be at liberty to deduct or adjust from the bills of M/s..... an amount the Employer (NMPA) may be called upon to pay towards claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation to any accident or injury referred to above without any reference to M/s.....
- 3) M/s..... shall comply with all the Central State and Muncipal Laws and Rules and shall be solely responsible for complying with the provisions of the Contract Labour (Regulations and Abolition) Act,1970 and the contract labour (Regulations and Abolition) Karnataka Rules 1974 and rules there under and the enactments that may be applicable including ESI Act, the Payment of Wages Act, Provident Fund Act, the Minimum Wages Act, the Factory's Act, the Workmen Compensation Act or any other applicable legislation and to Muncipal by-laws or other Statutory Rules and Regulations whatsoever in force, if these are applicable. Any obligations finding or otherwise missed under any statutory enactments, rules and regulations there under shall be the responsibility M/s..... and the NMPA will take no responsibility for the same. M/s..... shall take Workmen's Compensation policy for their workers ,who are not covered under ESI and submit the same to the EIC immediately after commencement of the work.
- 4) M/s..... are liable to pay all statutory compensation to the Labourers / persons engaged by as for the satisfactory execution of the works. If any claim is made against New Mangalore Port Authority on this work, the Port Authority shall have the right to deduct the same from the bill amount/BG payable to M/s..... after verification of the validity and if admissible as per rules.
- 5) **PERSONAL PROTECTIVE EQUIPMENTS:**  
M/s..... shall ensure the use of PPE such as helmets, safety shoes, nose masks, hand gloves, safety harness or any other equipment as required depending on nature of work by their staff at site.
- 6) In case of unforeseen incident/accidents including the Employees engaged by us the responsibility and accountability for such Incident/accident, which may lead to fatality including death, financially and legally lies with only M/s..... or our subcontractor. NMPA and its officers are no-way responsible.

Place:  
Date:

Signature:  
Seal:

## Form -5

### 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 ₹100/- non-judicial Stamp Paper]*

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

Beneficiary: **Board of members 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 *[name of contract]* under Invitation for Tenders No. *[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 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.

**Notwithstanding anything to the contrary contained in any law for the time being in force or banking practice, this guarantee shall not be assignable or transferable by the beneficiary. Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be attained by the Bank. Any invocation of guarantee can be made only by the beneficiary directly**

This guarantee will expire unless other wise extended or informed by the 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;

**“Notwithstanding anything contained herein:**

- a) Our liability under this Bank Guarantee shall not exceed ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only);**
- b) This Bank Guarantee shall be valid upto \_\_\_\_\_; and**
- c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before \_\_\_\_\_ (date of expiry of Guarantee).”**

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

*[signature(s)]*

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

## BOQ - PRICE SCHEDULE

Sl. No.	Description of works	Amount (₹)
1	<p><b>Repeater Station, Base/ Mobile station:-</b> Bi-monthly Servicing &amp; Testing of 2 Nos. Repeater station connections and other accessories, measuring of Tx &amp; Rx, frequency, checking of Antenna and Antenna connections, cleaning and checking of Lead Acid batteries, filling of distilled water if required, Re-clamping of all 19 Nos. of Base/Mobile station antennas in proper manner, supply of spares if required etc. <b>(2 Nos. of Repeater Stations + 19 Nos. of Base/Mobile station).</b></p>	
2	<p><b>VHF Handsets Kenwood make:-</b> Bi-monthly Servicing and Testing of handsets battery terminal connections, Antenna connections, any fault in the system to be rectified, reprogramming to be done if required for CISF handsets &amp; Marine handsets- <b>(33 No's of TK2207 + 07 Nos. of TK2160 + 06 Nos. of TK-P701).</b></p> <p><b>VHF Handsets Icom make:-</b> Bi-monthly Servicing and testing of handsets, battery terminal connections, Antenna connections, any fault in the system to be rectified, reprogramming to be done if required for Marine handsets. <b>(09Nos. of Icom make IC-F51) (IS Radio).</b></p>	
3	Servicing and testing of VOX operation head sets, necessary repair works to be carried out if required.	
<b>Total amount without GST</b>		

### Note:

- GST will be paid extra as applicable.
- **The PRICE BID IS TO BE SUBMITTED SUPERSCRIBED AS "COVER II, PRICE BID- Maintenance of VHF Handsets, Base Sets and Repeater Stations and its Accessories for one year "**
- The Bidder whose Price Bid is found to be the **Lowest** shall be considered for award of contract subject to **Clause No.10 of GCC.**



**CRITICAL SPARES**The rate for the following critical spares to be quoted **excluding GST**

Sl.no.	Description of spares.	Unit rate in ₹.
1	<b><u>VHF handset Kenwood make TK-2207</u></b>	
	a) Rapid battery charger with adaptor unit.	
	b) Battery pack Ni-Cad battery or Li-Ion.	
	c) Volume and Channel selecting knob.	
	d) Helical Antenna.	
	e) Cabinet / body.	
	f) Belt clip.	
	g) Battery clip.	
	h) In built Speaker	
	i) In built Microphone	
	j) Remote speaker microphone (PTT)	
	k) Cover with belt	
	l) Programming software for the above set	
2	<b><u>VHF handset Kenwood make TK-P701</u></b>	
	a) Rapid battery charger with adaptor unit.	
	b) Battery pack Ni-Cad battery or Li-Ion.	
	c) Volume and Channel selecting knob.	
	d) Helical Antenna.	
	e) Cabinet / body.	
	f) Belt clip.	
	g) Battery clip.	
	h) In built Speaker	
	i) In built Microphone	
	j) Remote speaker microphone (PTT)	
	k) Cover with belt	
	l) Programming software for the above set	
3	<b><u>VHF handsets Kenwood make TK-2160 (IS radio)</u></b>	
	a) Rapid battery charger with adaptor unit.	
	b) Battery pack Ni-Cad or Li-Ion battery.	
	c) Volume and Channel selecting knob.	
	d) Helical Antenna.	
	e) Cabinet / body.	
	f) Belt clip.	
	g) Battery clip.	
	h) In built Speaker	
	i) In built Microphone	
	j) Remote speaker microphone (PTT)	
	k) Cover with belt	
	l) Programming software for the above set	

4	<b><u>VHF handsets Icom make IC-F51 (IS Radio)</u></b>	
	a) Rapid battery charger with adaptor unit.	
	b) Battery pack-Ni-Cad or Li-Ion battery.	
	c) Volume and Channel selecting knob.	
	d) Helical Antenna.	
	e) Cabinet / body.	
	f) Belt clip.	
	g) Battery clip.	
	h) In built Speaker	
	i) In built Microphone	
	j) Remote speaker microphone (PTT)	
	k) Cover with belt	
l) Programming software for the above set		
5	<b><u>Repeater Station Kenwood make –TK750:-</u></b>	
	a) Power supply cum battery charging unit (AXIOM BM101B)	
	b) Suitable high gain GP Antenna “Diamond” CP-22E type.	
	c) 30Mts RG217 co-axial RF antenna cable with RF connector.	
	d) Power cable	
	e)Interface cable	
f) programming software for the above set		
6	<b><u>Kenwood make Base set / Mobile set –TK7100:-</u></b>	
	a) Power supply cum battery charging unit ( AXIOM BM101B)	
	b) Suitable high gain GP Antenna “Diamond” CP-22E type.	
	c) 30Mts RG217 co-axial RF antenna cable with RF connector.	
	d) Magmount antenna with 5Mts cable and connector	
	d) Coiled cable suitable to PTT.	
	e) Power Cable	
	f) Interface cable	
	g) Speaker Microphone	
	h) PTT	
i) Programming software for the above set		

**Note:**

- GST will be paid as applicable.
- Spares used for servicing / repair of sets/equipment would be paid at actual as per **Clause No. 10 of GCC.**
- The critical spares (**Annexure-10**) to be submitted along with BOQ/Price Bid (**Annexure-9**) in **Cover II.**

# **NMPA BANK DETAILS FOR REMITTING TENDER FEES**

Name of Payee: **The FA & CAO, NMPA, Panambur, Mangalore.**

1	Name of the Bank:	<b>State Bank of India, Panambur, Mangalore Pin: - 575 010.</b>
2	Bank A/C No.	<b>10205649448</b>
3	IFSC Code:	<b>SBIN0002249</b>
4	MICR Code:	<b>575002011</b>