

**V.O. CHIDAMBARANAR PORT AUTHORITY
TUTICORIN-628 004.**

Tender No. EDP-GENZT-COM-NETWK-V2-24



**TENDER FOR
PROVIDING 500 MBPS (1 : 1) INTERNET LEASED LINE FROM PRIVATE
NETWORK SERVICE PROVIDER FOR V.O.CHIDAMBARANAR PORT
AUTHORITY, TUTICORIN FOR A PERIOD OF THREE YEARS**

SEPTEMBER, 2024

V.O.Chidambaranar Port Authority

Tuticorin -628 004

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**V.O.CHIDAMBARANAR PORT AUTHORITY
EDP CENTRE**

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**V.O.CHIDAMBARANAR PORT AUTHORITY
EDP CENTRE
Tuticorin-628 004.**

Section – I. Notice Inviting Tender

NIT No. EDP-GENZT-COM-NETWK-V2-24

Dated: -09-2024

TENDER NOTICE

Tenders are invited in ‘Two Cover System’ on behalf of V.O.CHIDAMBARANAR PORT AUTHORITY (VOCPA) from reputed and experienced contractors for the work of “ Providing 500 Mbps (1 : 1) Internet Line from Private Network Service Provider for V.O. Chidambaranar Port Authority, Tuticorin for a period of Three years”

2. Bid documents can be downloaded from the e-Tendering Govt. portal <https://etenders.gov.in/eprocure/app> on the dates specified in the Schedule of Activities given below by making online payment through RTGS/NEFT to V.O.CHIDAMBARANAR Port Authority account with Indian Overseas Bank (Account particulars are mentioned in NIT Page) and scanned copy of the same shall be attached with the e-tender.

1	Estimate Amount	Rs. 66,10,750/- Plus GST
2	Contract period	Three Years
3	Downloading of Bid document from VOCPT online e-tendering web site.	From 04.09.2024 to 25.09.2024 (upto 15.00 Hrs) www.vocport.gov.in or https://etenders.gov.in/eprocure/app
4	Pre Bid queries to be submitted on or before	11.09.2024 at 16.00hrs. Pre Bid queries may be sent through email sankararaman.k@vocport.gov.in
5	Last Date and Time for submission of Tenders through online.	On or Before 15.00 Hrs. on 25.09.2024
6	Date and Time for opening	At 15.30 Hrs. on 26.09.2024
7	Validity of tender	180 days from the date of opening the Cover I
8	Earnest Money Deposit (EMD)	Rs.1,32,215/- @ 2% of the Estimated amount. The bidder other than an MSE Unit should pay the EMD through online payment gateway mode in CPPE-tendering Portal. Otherwise, his/her/their tender will be rejected. EMD in the form of cash/Demand Draft or any other form shall not be accepted.

		The MSEs are required to furnish relevant valid Certificate for claiming exemption. This valid certificate shall be uploaded in the Bid, failing which the Technical Bid shall not be evaluated.
9	Tender Submission through	E-Tender portal https://etenders.gov.in/eprocure/app

Note:

1	The Bidders are advised to read the whole document carefully and submit their tender/bid strictly meeting with the requirements spelt out in the bid document.
2	While E-tendering all the supporting documents as stated in Annexure A have to be signed in each and every page serially numbered along with seal and shall be uploaded by the Bidders and the same will be downloaded by this Port at the time of evaluation. No hardcopies need to be sent to the Port.
3	On submission of bid, if it is found deficient with reference to the requirements spelt out in the bid document, it will be summarily rejected, without assigning any reason.

3. Bid document will also be available in V.O.CHIDAMBARANAR Port's website (www.vocport.gov.in) as well as govt. tender website <https://etenders.gov.in/eprocure/app>
4. The intending Bidders are required to register in the website <https://etenders.gov.in/eprocure/app> by clicking " Online Bidder Enrolment" option in order to obtain user-id and password at first and then to activate their respective user-id by using Digital Signature Certificate (Class III).
5. The Bids shall be submitted "online" strictly in accordance with the Instructions to Tenderers and Terms & Conditions given in the bid document. The bidders should submit scanned copy of all the required documents such as proof of EMD payment, other details required as per bid document etc. through the e-tendering portal.
6. The intending bidder must have valid Class- III digital signature certificate to submit the bid. For further details and to obtain the digital signature please contact e-Tender Help Desk No. 0120-4200462 /0120-4001 002. email support id : **support-eproc(at)nic(dot)in**.

7. Earnest Money Deposit:

The tenderer shall furnish an EMD amount of Rs. 1,32,215/- (Rupees One Lakh Thirty-Two Thousand Two Hundred and fifteen only) shall be paid online payment gateway through CPPP Portal.

8. The detailed scope of work is furnished below;

Providing 500 Mbps (1: 1) Uncompressed and Unshared Internet Line from Network Service provider for V.O.Chidambaranar Port Authority, Tuticorin for a period of Three years.

- During this contract period, the Service provider should deliver the required 500 Mbps Bandwidth by using Internet Service Providers (Uncompressed and Unshared) as media partner and unlimited data usage.
- The Service provider shall be responsible for supply, installation, configuring, testing and commissioning of internet connectivity as per the Service level parameters.
- The Service provider should provide MRTG (Multi Router Traffic Grapher) and 24 * 7 support at the NOC Level.
- The Service provider should provide a backup link facility in case of gateway issues and the required number of IPs to be provided.
- During the contract period, the tenderer should complete the compliant calls from the user within 24 hours from the time of receipt of calls. If the complaints cannot be rectified within 24 hours penalty would be imposed as per para 3 of clause 22 (SLA)
- **Installation & Commissioning:**
Project shall be completed within 6 weeks from the date of issue of the Work order. All the aspects of safe delivery, installation, commissioning and uplink of the connectivity shall be the exclusive responsibility of the Service Provider. Billing will start from the date of commencement after successful installation and testing at Port.

9. The Minimum Qualifying Criteria (MQC) for participating in the tender is given below

Sl. No	Criteria
(i)	Bidder must be a class A/B/C ISP / Unified license holder for DoT, Govt. of India (Copy of DoT license is to be provided)
(ii)	The bidder should have minimum 1 year of experience in the same field in Govt./PSU/Private organizations

(iii)	The bidder should have a valid ISO 27001, ISO 20000 and TL 9000/ISO 9001. (Copies of valid certificates to be attached)
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10. Schedule of Activities outlines the estimated schedule for important action dates and times. If V.O. Chidambaranar Port Authority finds it necessary to change any of the dates prior to the tender closing date, these changes will be reflected in an Addendum to this Tender and posted on the above sites mentioned above.

11. Address for communication:

FA&CAO, Finance Department, V.O.CHIDAMBARANAR Port Authority,
Administration Office, Tuticorin – 628004. Ph 0461-2352254, Fax: 0461-
2352201, E-mail: fa@vocport.gov.in;

12. The Board of authorities, Port of V.O.CHIDAMBARANAR reserves the right to accept or reject any tender without assigning any reason

Financial Adviser & Chief Accounts Officer

Section – II. Instructions to Tenderers

1. (A) General:

On behalf of the Board of authorities of the V.O.Chidambaranar Port, the Financial Advisor and Chief Accounts Officer, V.O.Chidambaranar Port Authority invites tenders from reputed network service providers with proven ability for “Providing 500 Mbps (1 : 1) Internet Line for V.O.Chidambaranar Port Authority, Tuticorin” for a period of three years.

(B) Definitions and Interpretations:

In the contract, as hereinafter defined the following words and expressions shall have the meaning hereby assigned to them, except where the context otherwise requires.

1. **“Board”**: The Board means the Board of authorities of the V.O.Chidambaranar Port, an autonomous body under the Major Port Authorities Act, 2021 represented by the Chairperson, and as amended from time to time also Employer herein after called “Board”.
2. **“Contract”** means the documents forming the tender and acceptance thereof and the format agreement executed between the Port Authority and Contract together with the documents referred to therein including the General Conditions, Special conditions of contract, Specifications designs drawings. Priced Bill of Quantities and instructions issued from time to time by the Engineer-in-charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.
3. **“Contractor”** means the person or persons or firm or company whose tender has been accepted by the Board and the legal personnel representatives or the successors of such firm or company and the permitted assigns of such persons or firm or company.
4. **“Contract Price”** means the sum named in the tender subject to such additions thereto or deductions there from as may be made under the provisions here in after contained.
2. **“Site”** means lands and the other places on / under / into / in / or through which the “work” is to be executed or carried out and any other lands or places provided by the Board of the purpose of the contract. “Work” or “Works” means the work by virtue of the contract to be executed in accordance with the contract under the relevant schedule whether temporary or permanent and whether original, altered, substituted or additional.
3. **“Schedules”** referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers issued by Employer.

4. Contents of Tender Documents

Tender Document consists of two covers as mentioned below:

1. Technical Bid

- Notice Inviting Tender
- Instructions to Tenderers
- Memorandum
- General Conditions of Contract
- Scope of Work
- Form of Tender
- Form of Agreement

2. Price Bid

- Price Schedule

5. Tendering Process

The tender document can be downloaded from the e-tendering portal (VOCPA) <https://etenders.gov.in/eprocure/app> from **04.09.2024 to 25.09.2024 (up to 15.00 Hours)**. Scanned copy of Payment towards the EMD for Rs. 1,32,215/- (**Rupees One Lakh Thirty-Two Thousand Two Hundred and Fifteen only**) should be uploaded as part of online tender submission.

The bidder other than an MSE Unit should pay the EMD through online payment gateway mode in CPPE-tendering Portal. Otherwise, his/her/their tender will be rejected. EMD in the form of cash/Demand Draft or any other form shall not be accepted.

The MSEs are required to furnish relevant valid Certificate for claiming exemption. This valid certificate shall be uploaded in the Bid, failing which the Technical Bid shall not be evaluated.

The tender shall be submitted by a registered Partnership firm or by a Limited Company. The duly authorized person should submit the tender documents online. Joint Venture is not allowed in the tender.

The tenders shall be submitted "online" in accordance with the additional instructions to Tenderers and Terms & Conditions given in the tender document. The bidders shall submit a scanned copy of all the required documents such as EMD, ISP Certificate, Proof of experience, Tender document, etc. along with e-tenders.

The Tenderer is advised to examine the entire Tender document carefully. Failure to furnish all information required as per the Tender

document may result in the rejection of the Tender.

The Tenderer shall obtain all information which may be necessary for the purpose of this tender. All costs, charges and expenses that may be incurred by the tenderer in connection with the preparation of this tender, shall be borne by him and the Board of Authorities, Port of V.O. Chidambaranar accept no liability whatsoever in this regard.

Authorized signatory holding Power of Attorney with his digital signature on behalf of the bidder shall upload / fill-in the different parts of bid after signing all scanned document pages to be uploaded through CPP portal.

6. Submission of Tender Documents:

Bid shall be submitted under single stage two-part bid:

Part I: Technical evaluation of the bid

Documents related to MQC, Details of the projects sought, etc. have to be uploaded by the bidders. The details of the documents that are to be uploaded are listed in Annexure A. In addition to the same, the bidder can upload additional technical details if required through the provision available.

Pricing Information shall NOT be included in the technical bid. Tenderers shall ensure that NO pricing information of any type is shown in their technical bid. The Tenderer shall note that the Form of Tender annexed in Technical Bid is for their information and the amount tendered for shall not be indicated in this Form of Tender in the Technical bid. Inclusion of pricing in any place may result in rejection of the Tender.

Part II: Price bid

The price bid shall be filled in dynamically through CPP portal only as per the instruction given in Evaluation process clause (11)

No hard copy of the Bid Proposal Sheet including their respective schedules and copy of all supporting documents shall be accepted.

Incase Bid Proposal Sheet including their respective schedules along with a copy of supporting documents is received in physical form and/or contained/mentioned anywhere else, the Bid will be liable for rejection.

7. Signing of Tenders:

The original tender format and accompanying documents must be written in indelible ink and shall be signed by the person(s) duly authorized to sign on behalf of the tenderer. Written power of attorney accompanying the offer shall indicate such authorization. The person(s) signing the offer shall sign all pages of the offer except for unamended printed literature. The name and position held by each signatory must be typed or printed or sealed below the signature.

The tender should be written legibly and free from interpolations, erasures or over writings or conversions of figures. Correction where unavoidable, should be duly attested by the signature(s) of the tenderer(s) with dates.

a. Incomplete or Part tender

Tender must be submitted for executing all works involved and any tender for doing a portion of the work with responsibility for carrying out the remaining works by the authorities' other contractors, will be liable for outright rejection.

8. Receipt of Tender

The tenders submitted by the bidder without uploading the same in the CPP portal will summarily be rejected.

No hard copy, e-mailed, telephone or facsimile Tenders will be accepted.

9. Pre-Bid: Clarification on the tender

A pre-bid meeting will be held at the time indicated in the NIT at VOCPA to offer clarifications required, if any, on the Tender documents. All the queries are required to be sent through mail and the reply will be published in website / email.

10. Opening of Tender

The technical bids will be opened in the presence of the Representatives of the Tenderers present in the office of the FA&CAO, V. O. Chidambaranar Port at the time and dates stipulated in the NIT. Hence, the Tenderer may present at the specific time and in case of non-presence also, the Tender will be opened.

The price bids shall be submitted through the CPP portal only. No hard copies of price bids are to be submitted by the tenderer. Notice will be

given to the qualified Tenderers for participating in the price bid opening electronically.

11. Evaluation Process

V.O. Chidambaranar Port Authority will scrutinize the Tenders received in terms of the minimum qualifying criteria set out as part of the NIT in the Tender documents. The tenders of those who successfully fulfill the criteria will be evaluated. The eligibility of each Tenderer will be evaluated based on the information furnished by the Tenderers in the Tender document.

Tenderers must remain available during the evaluation period to respond to requests for clarifications, if any. The request for clarification and the response shall be in writing and no change in the price or substance of the Tender shall be sought, offered or permitted. If Tenderer receives a request for clarification, he shall provide a written response to the V.O. Chidambaranar Port Authority within the time frame specified therein. Failure to respond within this timeframe may render the tender liable for rejection.

V.O. Chidambaranar Port Authority will conduct an exercise of verification of information provided by the Tenderer. During such exercise, if the ground realities are found to be inconsistent with claims made by the Tenderer, or in case discrepancies are found in the information submitted, the Tender will be rejected. V.O. Chidambaranar Port Authority will not enter into any correspondence with the tenderer except to seek clarification when necessary. The decision of the V.O. Chidambaranar Port Authority to accept or reject any tender will be final.

V.O. Chidambaranar Port Authority reserves the right to investigate the references and the past performance of any Tenderer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, its completion of service on schedule, and its lawful payment of Suppliers, sub-contractors, and workers.

Any attempt by a Tenderer to improperly influence the Employer during the evaluation process will result in the rejection of the Tender.

11.Earnest Money Deposit:

The bidder other than an MSE Unit should pay the EMD amount of Rs.1,32,215/-through online payment gateway mode in CPPE-tendering Portal. Otherwise, his/her/their tender will be rejected. EMD in the form of cash/Demand Draft or any other form shall not be accepted.

The MSEs are required to furnish relevant valid Certificate for claiming exemption. This certificate shall be uploaded in the Bid, failing which the Technical Bid shall not be evaluated.

The EMD amount Deposited by the unsuccessful tenderers will be refunded within thirty days of deciding L1 tenderer without interest. The Earnest Money deposited by the successful tenderer will be adjusted against Security Deposit. Whenever there is a delay in commencement of work, the EMD amount shall be forfeited.

12. (a) Performance Security:

The contractor shall deposit an amount equal to 5% of the accepted tender value as Performance Security through RTGS/NEFT payment to VOCPA account (Account details given under Tender Notice) or Banker's Cheque or irrevocable Bank Guarantee obtained from the Nationalised/Scheduled Commercial Bank having networth of 100 crores having its branch at Tuticorin and payable at Tuticorin in the form as per specimen in the schedule. A letter from the Bank shall also be sent along with the Bank guarantee directly to the Employer within 15 days of placement of work order or before the commencement of work whichever is earlier. However, the Financial Adviser may relax the time limit of 15 days and extend it by a further period of 10 days in extraordinary circumstances for the reasons recorded by him. If the performance Security is not deposited in time as prescribed above, the work order shall be cancelled automatically, and the Earnest Money Deposit will be forfeited. The performance security will remain in force throughout the period of the maintenance contract and will be refunded thereafter. The contractor shall furnish the BG towards performance security by the issuing bank directly to the port. This will not bear any interest.

(b) Security Deposit

Security Deposit at 10% will be deducted from each running bill after adjusting the amount already deposited by the contractor as EMD subject to a maximum accumulation of 5 % of the contract price. The amount being held in deposit as security for satisfactorily maintaining the works free from defects for a period of 12 months after the date of completion of works. The Security Deposit shall be refunded within 30 days after acceptance of Final Report and revised report if any based on the discussion by the Port. The amount stated above will not bear any interest.

13. Correction/ Variations ETC.

All corrections and alterations in entries of the tender documents shall be attested with full signature of the tenderer with date. No erasures or over writings are permissible. The prices and amounts entered in the schedule of prices shall represent the tenderer's offer for equipment generally in accordance with specifications annexed hereto.

14. Right of the Board to accept or reject the Tender:

The Board reserves the right to reject any or all the tenders received without assigning any reason whatsoever. Tenders in which any of the particulars and prescribed information are inadequate or incomplete in any respect or the prescribed conditions are not fulfilled are liable to be rejected. Canvassing in any form by the tenderers will result in their tender being rejected.

15. Transfer of Tender Documents:

Transfer of tender documents purchased by one intending tenderer to another is not permissible.

16. Subletting Works:

The tenderer shall not sublet the whole or part of the works except with the express permission of the Port Authority.

17. Price:

The tenderer shall quote specific rates for each item in Price Schedule and the rates should be in Rupees. The rates should be legibly written in ink both in figures as well as in words for each item and in such a way that interpolation is not possible. The tendered amount for the work shall be entered in the tender form and duly signed by the tenderer. In case of any discrepancy between the figures and written words, the rates in words shall be taken as the quoted price. Corrections, wherever unavoidable, shall be made by scoring out the original entry and rewriting shall be made with dated signature of the tenderer. The quantities indicated in the Schedules are tentative and the Port reserves the right to modify the quantities specified in the Schedule, based on the requirements as on the date of award of contract.

The prices quoted by the tenderer shall be firm and include all charges for Royalties payable in respect of the use of any software letters patent, registered design, trademark or name, drawing or technical information

which may be involved in the performance of this order or in the construction or use of any plant, material or apparatus supplied by the tenderer.

Tenderers should not send any revised or amended offers after opening of the tender. No such document will be entertained besides entailing forfeiture of EMD.

18. Taxes and Levies:

Income Tax and Surcharge on IT as applicable will be deducted at source from the payment released as per rules. The PAN number may be furnished invariably. GST is payable by the Port to the tenderer as applicable.

19. Testing:

After completing the installation and commissioning of the equipment, the tenderer shall carry out the necessary tests in the presence of the Sr.Deputy Director(EDP), V.O.Chidambaranar Port Authority or any other official authorised by Port and demonstrate the ability of the equipment to perform the whole operation in accordance with the specifications and any other test as may be required by the Sr.Deputy Director(EDP) or any other authorised official before handing it over to the Port for regular use. These tests shall be carried out at the sole risk and cost of the tenderer and to the entire satisfaction of the Sr.Deputy Director(EDP) or any other authorised official. Any defects during the test's trials shall be made good by the tenderer at his own expense. In the case of differences regarding tests, the decision taken by the Port Trust shall be final and binding on the tenderer. On completion of the tests and trials to the entire satisfaction of the Sr.Deputy Director or any officer authorised by the Chairman in this behalf, a formal taking over certificate will be issued by him.

20. Terms of Payment & Performance Security:

100% payment would be made within fifteen days after submitting the bill in triplicate on Quarterly / half yearly / annually. The Performance Security will remain in force throughout the contract period and will be refunded thereafter.

21. Liquidated Damages:

During the maintenance period, the tenderer should complete the complaint calls from the user within 24 hours from the time of receipt of

calls. If the complaints cannot be rectified within 24 hours the penalty would be imposed based on the downtime of equipment as per the Service Level Agreement (SLA). If the contractor fails to comply with any of the work provided in scope of work and other applicable acts, rules and regulations in relation to the tender, the contractor shall pay a sum equivalent to 1% of the value of the contract price for every week or part thereof subject to a maximum of 10% of the total value of contract price as Liquidated Damages, as the case may be, until fulfilling the obligation thereon. In case port is compelled to comply with the said failure of the contractor, the cost so incurred by port shall be deducted from the Security deposit and / or performance security or any amount due or become due to be payable to the contractor in addition to the said recovery of LD.

22. Validity:

Tenders submitted by tenderers shall remain valid for acceptance for a period of 180 days from the date of opening of the tenders. The tenderers will not be allowed during the declared period of validity, to revoke or cancel his tender or to vary any terms thereof, without the consent in writing of the Sr.Deputy Director(EDP), V.O.Chidambaranar Port Authority. In such case, the EMD would be liable to be forfeited, without any further communication.

23. Formation of a Contract:

The work order on its acceptance by the tenderer will form a contract. The selected tenderer should enter into an agreement within a week from the date of work order in the specific Format on Rs.100/-non-judicial stamp paper at the cost of the tenderer.

24. Dispute Resolution:

24.1 Normally, there should not be any scope for dispute between the VOCPA and Contractor after entering into a mutually agreed valid contract. When dispute/ difference / disagreement / claims of any kind arise, both the VOCPA and contractor should first try to resolve it amicably by mutual consultation failing which it shall be referred to conciliation & settlement Committee established by the Employer.

24.2 Amicable Settlement:

If a dispute of any kind, whatsoever, arises between the VOCPA and contractor in connection with or arising out of the contract or the

execution of the works, whether during the execution of the works or after their completion and whether before or after the repudiation or termination of the contract, including any difference, question or disagreement by either party with any action, in action, opinion, instruction, determination, certificate or valuation of the Engineer; the matter in dispute shall,

(a) Refer to the FA&CAO, V.O.Chidambaranar Port Authority, Tuticorin.

(b) In case the dispute is not resolved, the same shall be referred to the committee headed by Deputy Chairman and other members to be nominated by Chairman, VOCPA.

(c) If the dispute remains unresolved, the same shall be referred to the Chairman, VOCPA, whose decision, in this regard, is final and binding on both the parties to the contract.

24.3 Conciliation:

In case any dispute is not resolved amicably as provided in Clause 10.1, the Contractor may agree to refer the matter to conciliation & settlement Committee established by the Employer. The procedure for reconciliation and settlement shall be followed as per the guidelines issued by the Ministry of Ports, Shipping and Waterways (Conciliation and Settlement Guidelines).

24.4 Arbitration:

If an amicable settlement is not forthcoming, the Dispute shall be referred to the India International Arbitration Centre. The dispute shall be dealt with in terms of Rules of India International Arbitration Centre - Ports. The detailed procedure for conducting Arbitration shall be governed by the Rules of India International Arbitration Centre.

25. Applicable Law and Jurisdiction

The contract shall be governed by and constructed according to the laws in force in India. The Contractor shall hereby submit to the jurisdiction of the courts situated at Tuticorin for the purpose of actions and proceedings arising out of this contract and the courts at Tuticorin shall have the sole jurisdiction to hear and decide such actions and proceedings.

26. Termination of Contract:

VOCPA shall have the option to terminate the contract at any time during the tenure of the contract without assigning any reasons whatsoever and/or without payment of compensation to the successful bidder by

giving notice of THIRTY (30) days, in writing to the successful bidder of its intention to do so. The decision of VOCPA in terminating the contract will be final and binding on the contractor. Eligible payment till the date of termination will be made to the contractor.

27. Time Schedule for Commencement of work:

Time allowed for the commencement of the work for “Providing 500 Mbps (1:1) Internet connectivity from network service providers in VOC Port for a period of Three years” within 15 days from the date of issue of work order.

28. Service Level Agreement (SLA):

The Service Level Agreement (SLA) between Port and the Private Network Service Provider are as follows.

1. Network Latency - within the local network (customer to ISP Node) is achievable and can be committed for delivery tool (<60 msec)

2. Bandwidth Utilization/Throughput - Benchmark not less than 99% of time can be committed and achieved between the user and nearest ISP Node.

3 Service availability / Uptime

While calculating service uptime ISPs shall be permitted to exclude downtime which are all non-controllable due to external factors like planned maintenance, cable damage, long power outages, NLD outages and ILL outages.

Service Availability Target: 99.9% Measured Monthly

Service Availability Window: 24 hours a day 7 days a week.

Scheduled Outages: Not included in the monthly service availability target.

VOC Port will impose the following penalty for failure to attain the Service Availability Target, as indicated below.

Service Unavailability during Month	Penalty
Up to 4 hours	NIL
Between 4 to 24 hours	3% of Monthly service access charge (Prorata basis)
Greater than 24 hours	7.5% of Monthly/Quarterly service access charge for twice of the hours exceeding 24 hours (Prorata basis)

3. Scheduled Outages:

From time to time, upgrades to hardware and software may be required. Where possible, these upgrades will be performed outside of normal business hours. Clients will be notified as far as practicable in advance of such upgrades via phone and/or email no less than 24 hours in advance of any scheduled outage. Scheduled outages under normal conditions should not exceed 5 hours per year.

4. Packet Loss and Packet delivery

Packet Loss should be less than **0.1%** and Packet delivery should be **99.5%**

5. Service Monitoring:

Network services are continuously being monitored to ensure rapid response to any faults. If any fault occurs, the same will be communicated through email and/or via phone to resolve the issue. **The response from the service provider should be within one hour.** List contact email and mobile/land line and persons to be contactable at Service Provider to be informed to Port prior to starting of service. The contact details from Port end will also be shared with the Service provider. Any changes at both ends to be mutually notified

6. Fault restoration time - The fault restoration time should be less than one hour per event. The events suggested for exclusion for the fault resolution calculation could also have the following two events

- a) Customer premise inaccessible due to restriction at Port level
- b) Fault due to power failure

VOC Port provides 4 Hours mean time to repair the fault (Minor/Major/Critical) per month. Beyond that the penalty will be imposed as stated vide para 3 above.

Fault Severity Levels:

Minor: Degradation in service performance, with service continuity remaining.

Major : Intermittent service stoppages, causing intermittent service disruption.

Critical: Continuous service stoppage, causing complete service disruption.

7. The service provider should establish the link in the Administrative building - EDP Data centre of V.O.Chidambaranar Port Authority.

8. The tenderer should be an authorized License holder for Internet Service Provider (ISP) from DoT for the required bandwidth.

Section III. MEMORANDUM

We hereby tender for the execution for V.O. Chidambaranar Port Authority of the work specified in the underwritten memorandum within the time specified in such memorandum at the rates specified therein and in accordance in all respects with the specifications, designs, reports, messages and instructions in writing referred to in the Clauses of Conditions of the Contract and with such materials as are provided for and in all respects in accordance with such Conditions / Instructions to Tenderers.

- a) General Description : Providing 500 Mbps(1:1) Internet Leased Line from Private network service providers to VOC Port for a period of three years.
- b) Earnest Money Deposit : Rs.1,32,215/- (Rupees One lakh Thirty-Two thousand two hundred fifteen only)
- c) Period of Support : For a period of Three years from the date of entering into the contract
- d) Performance Security : 5% of the accepted value excluding taxes of tender.

CONTRACTOR :

DATE :

ADDRESS :

Section – IV. Technical Schedule
(to be enclosed in Cover)

Schedule-1: Profile of the Firm

Sl. No.	Required details	Firms offer
1.	Name of the Firm	
2.	Full address	
3.	Contact Phone No./Fax No./E-mail Ids	
4.	PAN Number	
5.	Service Support Availability (Specify Locality)	
6.	GST Registration Number	

Form I – Letter of Application

Registered Business Name:

Registered Business Address:

To
The FA & CAO,
V.O.Chidambaranar Port Authority,
Tuticorin-628 004.

Sir,

We hereby apply to be qualified with the V.O.Chidambaranar Port Authority as a bidder for " Providing 500 Mbps (1 : 1) Internet line from network service providers for V.O.Chidmabarananar Port Authority" for a period of Three years.

We authorize V.O.Chidambaranar Port Authority or its authorized representatives to conduct any investigations to verify the statements, documents and information submitted and to clarify the financial and technical aspects of this application. For this purpose, we hereby authorize (any public official, engineer, bank depository, manufacturer, distributor etc.) or any other person or firm to furnish pertinent information deemed necessary and requested by V.O.Chidambaranar Port to verify statements and information provided in this application or regarding our competence and standing.

The names and positions of persons who may be contacted for further information if required, are as follows:

Product details -
Support service -
Financial position -

We declare that the statements made, and the information provided in the filled in application are complete, true and correct in every detail.

We understand that V.O. Chidambaranar Port Authority reserves the right to reject any application without assigning any reasons.

Yours faithfully,

(Authorised representative of applicant)

Date:

V.O. CHIDAMBARANAR PORT AUTHORITY
Form II. FORM OF TENDER

(Note: This memorandum forms part of the Tender)

To
The FA&CAO,
V.O. Chidambaranar Port Authority,
Harbour Estate,
Tuticorin – 628 004.

Sir,

Having visited the Site and examined the Conditions of Contract, specifications, Schedules and Bill of Quantities, for the above-named Service/Work, we offer to execute the service/work in conformity with the said Conditions of Contract, Specifications, Schedules and Bill of Quantities.

- 2 We undertake, if our Tender is accepted, to achieve completion of the various sections of the Works within the periods specified in this Schedule.
- 3 If our Tender is accepted, we will furnish a performance security in the form of Demand Draft or irrevocable bank guarantee from a Nationalised Bank to be bound in a sum equivalent to 10% of the accepted tender value towards the project implementation and Warranty approved by the employer of the contract within the time stipulated in the tender.
- 4 We agree to abide by the terms and conditions, rates and purpose of this Tender for the period of 90 days from the date fixed for receiving the same and for a further period of 90 days if requested or for such further period as may be mutually agreed upon and it shall remain binding upon us and may be accepted at any time before the expiration of that period. Should we fail to abide by the terms, conditions and rates of our Tenders during the above said period of 90 days or such extended period we agree to forfeit the Earnest Money deposited by us.
- 5 Unless and until a formal Agreement is prepared and executed, this Tender together with your written acceptance thereof, shall constitute a binding Contract between us.
- 6 We understand and agree that you are not bound to accept the lowest or any Tender you may receive.

- 7 If our Tender is accepted, we understand and agree that we will be held fully responsible for the due performance of the Contract.

- 8 We have furnished Earnest Money Deposit through online payment gateway mode in CPPE-tendering of the V.O. Chidambaranar Port Authority for the amount of Rs. 1,32,215/- (Rupees One Lakh Thirty-Two thousand two hundred and fifteen only) If our Tender is not accepted, the Earnest Money shall be returned without interest to us on our application when intimation is sent to us of rejection or at the expiration of sixty days from the date of expiry of validity of this Tender whichever is earlier. If our Tender is accepted the Earnest Money without interest shall be adjusted against the Security Deposit required for the faithful performance and proper fulfilment of the Contract.

- 9 We agree to execute all the Works referred to in the Tender Documents upon the Terms and Conditions contained or referred to therein and to carry out such deviations as may be ordered.

Dated this _____ day of _____ 2023
 Signature_____ in the capacity of _____ duly
 authorised to sign Tenders for and on behalf of _____.

(IN BLOCK LETTERS)

Address _____

Witnesses

1. Signature : _____
 Name : _____
 Address : _____

2. Signature : _____
 Name : _____
 Address : _____

Form-III- Specimen format for Form of Agreement

Rs.100/- non- judicial stamp paper
--

The Agreement made this day Two Thousand Twenty two between the Board of Authorities of the Port of V.O.Chidambaranar, a body corporate under Major Port Authorities Act, 2021, (herein after called the "Board", which expression shall, unless excluded by or repugnant to the context, be deemed to include the successors in office) on the one part and.....(hereinafter called the "Contractor" which expression shall, unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and assigns or successors in office) on the other part.

WHEREAS the Board of Authorities of the Port of V.O.Chidambaranar is desirous of(name of work)" hereinafter called the "Works",

WHEREAS the contractor has offered to execute, complete and maintain such Works and whereas the Board has accepted the tender of the contractor and Whereas the contractor has furnished a sum of Rs.....(Rupeesonly) as Earnest Money Deposit at the time of tendering, which will be adjusted against Performance Security Deposit for due fulfillment of all the conditions of this contract.

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 hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement. Viz.
 - (a) Form of tender, Instructions to tenderers, Appendix to tenderer, Form of agreement, General conditions, General information and Particular specifications.(volume-I)
 - (b) The bill of quantities (volume-II)
 - (c) Amendment and Tender letters
 - (d) The letter of Acceptance – Work order
 - (e) Correspondence with contract firm before the letter of acceptance.

3. The Contractor hereby covenants with the Board of Authorities of V.O.Chidambaranar Port to execute the 'works' in conformity, in all respects with the provision of the agreement.

4. The Board of Authorities of V.O.Chidambaranar Port hereby covenants to pay the contractor in consideration of such execution, completion and maintenance of the 'Works', the 'Contractor price' at the time and in the manner prescribed by the Contract.

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

The common seal of the authorities of V.O.Chidambaranar Port was here into affixed and the Chairman thereof, has set his hand in the presence of CHAIRMAN of the Board of Authorities V.O.C.Port.

FA & CAO
Board of Authorities, V.O.Chidambaranar Port
in the presence of (witness with address)

Signed and sealed by
in the presence of
(witness with address)

CONTRACTOR

Form IV Specimen Format for Performance Bank Guarantee

1. In consideration of the Chairman representing the Board of Authorities of V.O.Chidambaranar Port Authority (hereinafter called "the port") represented by its FA & CAO having agreed to exempt.....(hereinafter called the "said contractor(s)") from the demand, under the terms and conditions of contract awarded in No.....dated.....made betweenand for(hereinafter called the " said Agreement") of Performance Security for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said agreement, on production of Bank Guarantee for Rs.-/- (Rupeesonly).

2. We,* (Hereinafter referred to as the Bank) at the request of the Contractor(s)..... do hereby undertake to pay to the port an amount not exceeding Rs.....-/- (Rupeesonly) against any loss or damage caused to or suffered or would be caused to or suffered by the Port by reason of any breach by the said contractor(s) of any of the terms and conditions contained in the said agreement.

3. We,*, do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Port stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Port by reason of breach by the said contractor(s) of any of the terms and conditions contained in the said Agreement or by reason of the contractor(s) failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

4. We undertake to pay to the Port any money so demanded not withstanding any dispute or disputes raised by the contractor(s) in any suit or proceedings before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

5. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractors(s) shall have no claim against us for making such payment.

6. We,*further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Port under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the V.O.Chidambaranar Port Authority certified that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and

accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing within three months from the date of expiry of the validity of the guarantee period, we shall be discharged from all liability under this guarantee thereafter provided further that the Bank shall at the request of the Port but at the cost of contractor(s) renew or extend this guarantee for such further period or periods as the Port may require.

7. We,*further agree with the Port, that the Port shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Port against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Port, or any indulgence by the Port to said contractor(s) or by any such manner or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

8. This guarantee will not be discharged due to the change in the constitution of the bank or the contractor(s)

9. We,* lastly undertake not to revoke this guarantee during its currency except with the previous consent of the port in writing.

This guarantee is valid upto(date).

Dated the ----- day of -----

* Indicate the name of the Bank

Form - V
V.O. Chidambaranar Port Authority

Proforma of Undertaking

REGARDING ILLEGAL METHODS FOR INFLUENCING TENDER PROCESS

To

The FA & CAO,
V.O. Chidambaranar Port Authority
Tuticorin – 628004.
Tamilnadu, India.

Dear Sir,

I/ We do hereby undertake that I/We have not made any payment or illegal gratification to any person / authority connected with the Tender process of Tender No. EDP-GENZT-COM-NETWK-V2-24 dated .09.2024 so as to influence the Tender process and have not committed any offence under the PC Act in connection with the Tender.

Yours faithfully,

Signature :

Name & Designation :

Form - VI

V.O. Chidambaranar Port Authority

Proforma of Disclosure of Payment

MADE / PROPOSED TO BE MADE TO THE INTERMEDIARIES IN CONNECTION WITH THE TENDER

To

The FA & CAO,
V.O. Chidambaranar Port Authority,
Tuticorin – 628004.
Tamilnadu, India.

Dear Sir,

I/We have made / proposed to make the following payments in connection with the Tender No. EDP-GENZT-COM-NETWK-V2-24 dated. .09.2024

1. _____ to Mr./Ms./Messrs _____
_____ (Name and Address)

2. _____ to Mr./Ms./Messrs _____ (Name and Address)

3. _____ to Mr./Ms./Messrs _____ (Name and Address)

Yours faithfully,

Signature :

Name & Designation :

Note: In case no payment is made or proposed to be made a 'Nil' statement shall be enclosed.

Form - VII
V.O. Chidambaranar Port Authority

Proforma of Undertaking

THAT NO CHANGES HAVE BEEN MADE IN THE TENDER DOCUMENT
DOWNLOADED

To

The FA & CAO,
V.O. Chidambaranar Port Authority
Tuticorin- 628004.
Tamilnadu, India.

Dear Sir,

We.....
.....do hereby
confirm that no changes have been made in the tender document downloaded
and submitted by us for the Tender No EDP-GENZT-COM-NETWK-V2-24
dated. .09.2024

Yours faithfully,

Signature :

Name & Designation :

Form VIII: Specimen Format for E-payment

The tenderers are requested to submit the following format duly filled in so as to enable to make the payment through electronic mode.

Sl.No.	Particulars	
1.	Name of the contractor /Supplier	
2.	Address of the contractor /Supplier	
3.	Name of the work for which payment is made	
4.	Estimate No/Agreement No./Work order No.	
5.	Name of the Bank in which contractor/Supplier is operating account	
6.	Address of the Bank	
7.	Branch code No.	
8.	Type of account (Whether SB a/c or current a/c)	
9.	Account No.	
10.	PAN no.	
11.	GST Registration No.	
12.	IFSC Code No.	
13.	TIN No.	

Price Schedule

Form IX: “ Providing 500 Mbps (1 : 1) Internet Leased Line from Private Network Service providers for V.O.Chidambaranar Port Authority for a period of three years’ “

Schedule of work (Rate to be quoted by Contractor)

(In. Rs.)

Sl. No.	Description	Rate for 1st year	Rate for 2nd year	Rate for 3rd year	GST	Total
1	Bandwidth or Annual Port Charges for providing 500 Mbps (1 : 1) uncompressed and unshared Internet Leased Line for V.O.Chidambaranar Port Authority in the administration building for Three years.					
2	Installation or other charges, if any (One time cost).					
	Total					

Annexure - A

LIST OF DOCUMENTS (To be uploaded by the Bidder) Tender No. EDP-GENZT-COM-NETWK-V2-24 Dated .09.2024		
Sl No	Description of Documents	Clause
1	EMD for Rupees Rs.1,32,215/- Proof of Scanned copy of payment	
2	Bidder must be a class A/B/C ISP / Unified license holder for DoT, Govt. of India (Copy of DoT license is to be provided)	MQC (I)
3	The bidder should have minimum 1 year of experience in the same field in Govt./PSU/Private organizations	MQC (ii)
4	The bidder should have a valid ISO 27001, ISO 20000 and TL 9000/ISO 9001. (Copies of valid certificates to be attached)	MQC (iii)
5	Memorandum	
6	Letter of Application – FORM - I	
7	Form of Tender – FORM - II	
8	Specimen Format for Form of Agreement - FORM - III	
9	Specimen Format for Performance Bank Guarantee - FORM - IV	
10	Proforma for undertaking (Illegal Method / influencing tender process) – FORM – V	
11	Proforma for disclosure of payment – FORM - VI	
12	Proforma for undertaking (No changes made in the tender document) – Form VII	
13	Specimen Format for E-payment- Form VIII	
14	Tender document duly filled in except price schedule and stamped on all the pages.	
15	1. Copy of GST Regn. certificate. 2. Copy of TIN/PAN allotment letter 3. Copy of MSE having Udyog Aadhaar No	
16	List of clients for with similar works executed	
17	Price Bid- Form IX	2 nd Cover