



V.O.CHIDAMBARANAR PORT TRUST

(MEE DEPARTMENT)

E-TENDERING

TENDER DOCUMENT FOR

Supply, Installation of OFC cables and allied accessories for convergence of IT/Phone/CCTV/RFID /VTMS/Electrical data etc in Port and Truck parking terminal – Reg.

Tender No. MEE/SEEL/67476/F.2(34)/V1/2019-01

TENDERS WILL BE DOWNLOADED ONLINE FROM 23/12/2019 to 13 /01/2020 to (upto 1500 Hrs.). & COMPLETED TENDERS ARE TO BE SUBMITTED ONLINE ON OR BEFORE 1500 HRS on 13 /01 /2020 AND TECHNICAL BIDS WILL BE OPENED AT 15:30 HRS on 14 /01 /2020

**The Chief Mechanical Engineer
Mechanical & Electrical Engineering Department .,
V.O.Chidambaranar Port Trust,
TUTICORIN – 628004
Phone: 0461-2352270
Fax : 0461 – 2354274
Email: cme@vocport.gov.in**

SUB: _ Supply, Installation of OFC cables and allied accessories for convergence of IT/Phone/CCTV/RFID /VTMS/Electrical data etc in Port and Truck parking terminal-Reg.

Ref.: MEE/SEEL/67476/F.2(34)/V1/2019-01

Respected Sir,

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

Thanking you,

Yours faithfully,
-Sd-
Chief Mechanical Engineer

V.O.CHIDAMBARANAR PORT TRUST
MECHANICAL AND ELECTRICAL ENGINEERING DEPARTMENT
TUTICORIN - 628 004

SECTION	CONTENTS	PAGE
I	INVITATION OF TENDERS	5
II	INSTRUCTION OF TENDERERS.	7
III	TERMS & CONDITION	19
IV	SPECIAL CONDITION	20
V	SCOPE OF WORK	23
VI	BLOCK DIAGRAM OF PROPOSED OFC NETWORK	26
VII	ANNEXURES	
	1. Annexure I - Deviation from Technical Specification	27
	2. Annexure II - Deviation from Tender condition	28
	3. Annexure III - Experience	29
	4. Annexure IV - Financial Status	30
	5. Annexure V - Form of Agreement	31
	6. Annexure VI - Bank Guarantee format for Performance Security	33
	7. Annexure VII - e-payment format	35
	8. Annexure VIII - Tender acceptance letter	37
VI	PRICE BID	38

V.O.CHIDAMBARANAR PORT TRUST

(MEE DEPARTMENT)

NOTICE INVITING TENDER (NIT)

Only through E-Tendering Mode

VOCPT E-Tendering Website: <https://etenders.gov.in/eprocure/app>

Tender No. MEE/SEEL/67476/F.2(34)/V1/2019-01

On line Tenders (in Two Bid system) are invited by V.O.Chidambaranar Port Trust Tuticorin from reputed contractors for fulfilling Minimum Qualifying Criteria as stipulated in this notice for the work of “Supply, Installation of OFC cables and allied accessories for convergence of IT/Phone/CCTV/RFID /VTMS/Electrical data etc in Port and Truck parking terminal”

1	Estimate Amount	Rs.97,12,060/-
2	Period of completion	Four Months
3	Downloading of Tender online e-tendering web site.	<u>23 /12/2019 to 13/01/2020</u> _(up to 1500 Hrs.)
4	Pre – Bid Meeting	At 1500 <i>Hrs. on</i> <u>06/01/2020</u>
5	Last Date and Time for submission of Tenders on line.	BEFORE 1500 <i>Hrs. on</i> <u>13/01/2020</u>
6	Online technical Bid opening date and time	At 1530 <i>Hrs. on</i> <u>14/01/2020</u>
7	Validity of tender	120 days from the date of opening the technical bid
8	Earnest Money deposit EMD.	Rs.1,95,000 /- Payment in the form of RTGS/NEFT payable to V.O.Chidambaranar Port Trust, Tuticorin, Tamil Nadu state, India (Account details given in the section I invitation to tenders). MSE/MSME/ having Udyog Aadhaar Number vendors are exempted from paying EMD.

-Sd-

CHIEF MECHANICAL ENGINEER

SECTION NO: I - INVITATION TO TENDER

1.1 **TENDER NOTICE:**

Electronic Tenders (Online) are invited in ‘ **TWO BID SYSTEM**’ on behalf of **V.O.CHIDAMBARANAR PORT TRUST (VOCPT)** from reputed and experienced contractors for the work of : “Supply, Installation of OFC cables and allied accessories for convergence of IT/Phone/CCTV/RFID /VTMS/Electrical data etc in Port and Truck parking terminal” (Tender No.: MEE/SEEL/67476/F.2(34)/V1/2019-01).

The tenderer must fulfill the Minimum Qualifying Requirements and other requirements stipulated in the tender.

The tender shall remain valid for acceptance for a period **of 120** days from the date fixed for opening of the tender. The period of completion four months from the date of award of contract.

Tender Document having all details is available at the URL of the e-Tender Portal **<https://etenders.gov.in/eprocure/app>** . The interested tenderers are needed to register in the website name **<https://etenders.gov.in/eprocure/app>**. The tender documents are required to be submitted only through e-mode offered in the website **<https://etenders.gov.in/eprocure/app>** . Tenders in any other manner will be rejected and no correspondence on such matter will be entertained.

VOCT DETAILS OF BANK ACCOUNT FOR MAKING PAYMENT RTGS/NEFT:

A	Name and Address of the Bank	Indian Overseas bank, Harbour branch, Tuticorin-628004.
B	Name of the branch	Harbour branch
C	IFSC code	IOBA0000143
D	Account no	0143010000000001
E	Type of account	Savings account
F	Beneficiary's Name	V.O.Chidambaranar Port Trust

IMPORTANT INSTRUCTIONS AND GUIDELINES TO TENDERERS FOR E-TENDRING

Tenders Only Through E-Tendering Mode. <https://etenders.gov.in/eprocure/app>

Note: Instructions for Tenderer:-

- 1) VOCPT tenders through online/e-tendering only.
- 2) Cost of payment of EMD to be made only through RTGS/NEFT payment and without payment of EMD, the tenders will not be considered for evaluations, tenderers may ensure for the same. MSE/MSME/ having Udyog Aadhaar Number vendors are exempted from paying EMD.
- 3) VOCPT will not entertain and will not accept any reasons of Tenderer due to Net Connection Failure/Current Connection Failure and any issues during the filling of tender online. Tenderer will be responsible for all those facts and failure of Net Connectivity, Current Connectivity and they should be at their own risk. VOCPT will not take any liabilities and claims for failure of Network and problem arise submission of the tender forms online.
- 4) VOCPT E-TENDER WEBSITE ARE : <https://etenders.gov.in/eprocure/app>
- 5) Employer may verify the original documents as submitted in the e-tendering process.
- 6) Tenders of bidders who had litigation against Port will not be considered.
- 7) Tenders which are in any way incomplete will not be considered. The Ports reserves the rights to waive any formality thereof or to reject any or all the tenders without assigning any reason and not bound itself to accept the lowest tender.
- 8) This tender notice shall form part of the contract agreement.
- 9) The tenderer should adhere to the ESI & EPF Act.

SECTION NO:II
INSTRUCTION TO TENDERERS

1.(A) GENERAL:

On behalf of the Board of Trustees of the V.O.Chidambaranar Port Trust, the Chief Mechanical Engineer, V.O.Chidambaranar Port Trust invites E-tenders in from reputed firms with proven ability for "Supply, Installation of OFC cables and allied accessories for convergence of IT/Phone/CCTV/RFID /VTMS/Electrical data etc in Port and Truck parking terminal"

(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 Trustees of the V.O.Chidambaranar Port, a body Corporate under the Major Port Trusts Act 38 of 1963 represented by the Chairman, and as amended from time to time also Employer herein after called "Board"
2. "Engineer means the Chief Mechanical Engineer of the V.O.Chidambaranar Port Trust and his successors.
3. "Engineer", in-charge/Engineer representative means the Executive Engineer or a officer appointed by him in writing who shall direct and supervise and be in charge of the works.
4. "Contract" means the documents forming the tender and acceptance thereof and the format agreement executed between the Port Trust and contractor together with the documents referred to therein including the General conditions, special conditions of contract, specifications designs Drawings. Priced Bill of quantities and instruction issued from time to time by the Engineer – in-charge and all the these documents taken together shall be deemed to form one contract and shall be complementary to one another.
5. "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.
6. "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

7. "Drawings" means the drawing referred to in the contract agreement and any modifications of such drawings approved in writing by the Chief Mechanical Engineer and such other drawings as may from time to time be furnished or approved in writing by the Chief Mechanical Engineer.

8. "Site" means lands and other places on / under / into / in / or through which the "work" are to be executed or carried out and any other lands or places provided by the Board for the purposes of the contract. "Works" 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.

9. "Schedules" referred to in these conditions shall means the relevant schedule (s) annexed to the tender papers issued by Employer.

10. "Approved" means approved in writing including subsequent written confirmation of previous verbal approval and "Approval" means approval in writing including as aforesaid.

11. "A day" means a day 24 hours from midnight to the next midnight irrespective of the numbers of hours worked in that day.

12. "A week" means seven days without regard to the number of hours worked in any day in that week.

13. "A month" means month according to Gregorian Calendar.

14. "Urgent works" Shall mean any urgent measures which in the opinion of the Engineer-in-charge become necessary during the progress of the works to obviate any risk of accident or failure or which become necessary for security

15. "Constructional Plant" means all appliances or things of whatsoever nature required in or about the executions, completion or maintenance of the 'work' or 'temporary works' (as hereinafter defined) but does not include materials or other things intended to form or forming part of the permanent work.

16. "Temporary works" means temporary works of every kind required in the execution completion or maintenance of the works and which do not form an item of the work or works.

17. "Trust's Stores" means the storage yards for materials of the Trust any where in the harbour premises.

18. "Market Price" means the rate as decided by the Engineer on the basis of the cost of materials and labour to the contractor at the site where the works are to be executed plus the percentage mentioned in schedule to cover all over heads and profit.

2. Downloading & Submission of Tender from VOCPT on line e-tendering web site:

The complete set of tender documents including forms, conditions of contract, work specifications, etc. Can be downloaded by contractors registered through e-tendering website

<https://etenders.gov.in/eprocure/app> from 23/12/2019 to 13/01/2020 (up to 1500 Hrs.).

The instructions for submitting e-tender is given in the e-tendering website

<https://etenders.gov.in/eprocure/app>

The following scanned copy documents to be uploaded in etender (<https://etenders.gov.in/eprocure/app>) while submitting tender:

- 1) Scanned copy of Details of payment made for Earnest Money Deposit like challan copy/print out page of net banking. Tenders without proof of payment of EMD will be summarily rejected. MSE/ MSME/ having Udyog Aadhaar Number. vendors are exempted from paying EMD and they shall submit the proof of MSE/ MSME certification.
- 2) Scanned copy of Particulars with regard to experience (work order with detailed BOQ and satisfactory completion/ performance certificate with value of work done) as detailed under para No.5 Minimum Criteria For Pre-Qualification. In case of bidders submitting satisfactory completion/ performance certificate for work carried out in Non Government organizations/ Private organizations they have to upload Scanned Copy of TDS CERTIFICATE for Bidders carried out work under private organization ought to furnish Form 16A for the proof of deduction of TDS. In case the bidders submitting satisfactory completion/ performance certificate for sub-contract work done by them, bidders has to upload work completion certificate obtained from the principal employer.
- 3) Scanned copy of Audited Financial Statements with profit & loss statements for the three years of the tenderer during last three year i.e., 2016-17, 2017-18 and 2018-19 shall be furnished in the enclosed Form No. IV.
- 4) Scanned copy of Income tax permanent account number card for assessing the income tax.
- 5) The scanned copy of GST to be uploaded.
- 6) Scanned copy of Annexure I signed and duly filled (Form I Deviation from work/Technical Specification)
- 7) Scanned copy of Annexure II signed and duly filled (Form II Deviation from Tender condition)
- 8) Scanned copy of Annexure III signed and duly filled (Form III Experience)
- 9) Scanned copy of Annexure IV signed and duly filled (Form IV Financial Status)
- 10) Scanned copy of Annexure VII signed and duly filled (e-payment format)
- 11) Scanned copy of Annexure VIII signed and duly filled [Tender acceptance letter]
- 12) Cover II The Schedule of Prices to be filled and uploaded in excel sheet available in e tendering website.

The completed tender should be submitted only through on line in e-tender website on or before 13/01/2020 up to 15.00 Hrs. The tenders without payment of cost of EMD will be summarily rejected. The Cover I of online submitted tenders will be opened in the e tender website <https://etenders.gov.in/eprocure/app> on 14 /01 /2020 at 15.30 hours, in the presence of tenderers who wish to be present at the time of opening.

3.PRE-BID MEETING AND TIME SCHEDULE :

A Pre-Bid meeting will be conducted on **06.01.2020 at 15.00 hrs** at this office to discuss specifications. After the pre-bid meeting, the reply to the questionnaire shall be complied and corrigendum to the Tender document if necessary will be published in the website <https://etenders.gov.in/eprocure/app> and Port website only. Before submission of tenders by the prospective tenderers, if V.O.Chidambaranar Port Trust desires to issue any clarifications to the tender documents, the clarifications issued shall be addendum, corrigendum to the Tender document. The reply shall be a part of the tender document.

4. EVALUATION :

- i. Cover No.1 containing the technical documents to shortlist the eligible tenderers will be opened through e-tender procedure on the scheduled date and time i.e on 14/01/2020 at 15.30 hrs. in the presence of such tenderers who wish to be present at the time of opening.
- ii. After opening the first cover and getting the required technical/commercial clarifications based on the information given, Port Trust will prequalify the eligible tenderers.
- iii. The tenderers will be prequalified based on the documents contained in Cover No.1 The cover No.2 submitted online by the pre qualified tenderers alone will be opened through e-tender procedure on a subsequent date which will be intimated to the pre qualified tenderers through e mail and post. The decision of the Port Trust in pre qualifying the eligible tenders will be final.
- iv. The terms of tender schedule, conditions of contract, etc. shall not be defaced or detached or detached from the documents.
- v. The V.O.Chidambaranar Port Trust shall have no liability to the tenderer in respect of any expenses incurred by him, direct or indirect, in preparing and/or submitting the tender.

5. MINIMUM CRITERIA FOR PRE-QUALIFICATION:

a) Minimum period of experience in : During the last 7 years ending on 30.11.2019 the tenderer should have successfully completed the similar works. (Details shall be furnished in Form I) (Estimate Value – Rs.97,12,060/-) Values of such work done should be as under:-

i) at least three similar completed works of each work of 40% of estimated value.(ie Rs.38,84,824/-) (OR)

ii) two similar works of each work of 50% of the estimated value (ie Rs. 48,56,030/-) (OR)

iii) one similar work of 80% of the estimated value (ie. Rs.77,69,648 /-)

b) The Average Annual Turnover 30% : of the estimated value of : Rs.97,12,060/- during the last three years(2016-17, 2017-18 & 2018-19).

ie Rs. 29,13,618/-

(Details shall be furnished in Form IV)

Similar works means:-

Supply, laying & commissioning of OFC cables with allied accessories

c)Price bid of the bidders satisfying the above prequalification criteria will be opened and L1 will be decided on lowest total amount excluding GST if eligible for availing Input tax credit otherwise if GST is not eligible for availing input tax credit, price quoted by the bidder inclusive of GST shall be the basis for evaluation

d)Price bid of the bidders satisfying the above prequalification criteria will be opened and L1 will be decided on lowest total amount excluding GST if eligible for availing Input tax credit otherwise if GST is not eligible for availing input tax credit, price quoted by the bidder inclusive of GST shall be the basis for evaluation

e) Any work experience certificates from overseas ought to be translated into English and the documents shall be legalized by the Indian Embassy and Notarized.

f) SUB-CONTRACT WORK: For sub-contract work, bidders has to furnish work completion certificate obtained from the principal employer.

g) TDS CERTIFICATE: Bidders carried out work under private organization ought to upload Form 16A for the proof of deduction of TDS.

6. EARNEST MONEY DEPOSIT:

Earnest Money: Rs.1,95,000/- Rupees One Lakh and Ninety Five Thousand Only). The EMD of **Rs.1,95,000/-** shall be paid through RTGS /NEFT to V.O.Chidambaranar Port Trust, Tuticorin. (Account details given in the section I invitation to tenders). **All the bidders have to pay the EMD amount and Tenders without paying EMD will not be considered. MSE/MSME/ having Udyog Aadhaar Number. vendors are exempted from paying EMD.** The Earnest Money deposited by the unsuccessful tenderers will be refunded within fifteen days of deciding L1 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 shall be forfeited.

7.PERFORMANCE SECURITY:

The contractor shall deposit an amount equal to 5% of the accepted tender value as Performance Security shall be paid through RTGS /NEFT to V.O.Chidambaranar Port Trust, Tuticorin. (Account details given in the section I invitation to tenders) or irrevocable Bank Guarantee obtained from the Nationalised / Scheduled Commercial bank having networth of above Rs.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 Chief Mechanical Engineer may relax the time limit of 15 days and extend it by 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 stand cancelled automatically and the Earnest Money Deposit will be forfeited. The performance security will remain in force throughout the period of contract i.e one year from date of completion, 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. **Bank Guarantee, obtained from the Nationalized Bank /Scheduled bank in the format prescribed by the Port, Shall be in compliance with for a digital confirmation for the Bank Guarantee** and the BG not complying with this shall not be considered.

8.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. If during this period of 12 months any defects are notified which in the opinion of the Chief Mechanical Engineer are due to bad materials used and / or defective workmanship, the contractor shall be required to carry out at the contractor's cost, such repairs as the Chief Mechanical Engineer considers necessary or in the event of contractor failing to do this within a notified time, the Chief Mechanical Engineer may arrange for such repairs to be carried out and deducted the cost of such rectification of the defects from the amount retained without prejudice to the recovery of any amount that may have been spent in excess of this deposit. For the purpose of this clause, the period of 12 months shall count from the date of handing over of the works by the contractor to the Chief Mechanical Engineer. The amount as stated above will not bear any interest

9.TIME SCHEDULE:

Time allowed for the commencement of work "Supply, Installation of OFC cables and allied accessories for convergence of IT/Phone/CCTV/RFID /VTMS/Electrical data etc in Port and Truck parking terminal" is within 15 days from the date of written order or within the date extended by the Chief Mechanical Engineer as per performance security clause above and the works shall be completed within four months.

10.RATES TO BE FIGURES AND WORDS :

The tenderer shall quote the rate in Indian Rupees and in English, in figures as well as in words, the rates tendered by him in the concerned proforma of the tender 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 figures and written words, the rates in words shall be taken as the quoted price.

11.CORRECTION/VARIATION:

- i) All corrections and alterations in the entries of the tender documents shall be attested with full signature of the tenderer with date. No erasures or over-writings are permissible.
- ii) The tenderers should not send any revised or amended offers after the opening of the tender. No such document will be entertained. The Board also do not accept offers with the price variation clause.
- iii) The prices and amounts entered in the schedule of price shall represent the tenderers offer for the work generally in accordance with work specifications and purpose given in this tender.
- iv) Deviation: Tender should be completed in all respects for taking a decision immediately on opening of the tender. In the absence of tenderers disagreement to any particulars clause, it will be construed that they are agreeable to such ports conditions where they have not expressly deviated.

12.SIGNING OF TENDER:

The tender shall be signed only by the parties who are themselves in a position to undertake the work and possessing all other resources required for the purpose. The tender shall contain the name, residence and place of business of the person or persons submitting the tender and shall be signed by the tenderer with his usual authorized representatives followed by the name and designation of the person signing the document along with a copy of the partnership deed. Tender by a corporation shall be signed in the name of the corporation by a duly authorized representative, and a power of attorney in that behalf shall accompany the tender. A copy of the constitution of the firm with the names and addresses of all the partners shall be furnished. In the case of company, a copy of the Memorandum and Articles of Association shall be furnished.

Tenders may be submitted by agents on behalf of their principals, but in such cases the Board reserves the right to enter into contract with the principals director with the principals and agents jointly as deemed appropriate.

13. WITNESS:

Witness shall be persons of status and property and their names, occupations and addresses shall be furnished below their signatures.

14. ALL PAGES TO BE SIGNED:

All signatures in the tender documents shall be dated. All pages of all section of the original tender documents shall be signed with date and seal at the lower right hand corner and also signed wherever required in the tender document by the tenderers or by a person holding power of attorney to sign on behalf of the tenderer before submission of the tender.

15. RIGHT OF THE BOARD TO ACCEPT OR REJECT THE TENDER :

The Board does not bind itself to accept the lowest tender and reserves the right to reject any or all tenders received without assigning any reason, whatsoever. Tenders in which any of the particulars and prescribed information are inadequate or incomplete in any respect and / 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.

16. TRANSFER OF TENDER DOCUMENTS:

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

17. OPENING AND ACCEPTANCE OF TENDER:

The tenders submitted online will be opened through e tender procedure at **15.30 hrs**, on **14/01/2020** in the presence of those tenderers who may be present Tenders submitted by tenderers shall remain valid for acceptance for a period of 120 days from the date of opening of the tenders. The tenderer will not be allowed during the declared period of validity to revoke or cancel his tender or to vary any term thereof, without the consent in writing of the Chief Mechanical Engineer.

18. ADDENDA / CORRIGENDA:

Addenda/Corrigenda to the tender documents will be issued by the Chief Mechanical Engineer prior to the date of opening of the tenders, to clarify or reflect modifications in the contract terms and conditions. Such addendum/corrigendum will be distributed to each firm or person who had purchased the tender documents. Tenderers who are unable or unwilling to bring their tenders to conform to the requirements of the Board are liable to be rejected.

19. COLLECTION OF DATA – TENDERER'S RESPONSIBILITY:

The tenderer shall visit the site and acquaint himself fully with the site and local conditions and no claims whatsoever will be entertained on the plea of ignorance or difficulties in the execution of the work. Before submitting the tender, the tenderer shall be deemed to have clearly understood and satisfy himself regarding the work and services, all conditions

liable to be encountered during the execution thereof and that prices, rates and/or compensation quoted in the offer are adequate and all inclusive with respect to all factors, circumstances and conditions likely to be incidental, both direct and indirect, to the work and services. The prices and amount quoted by the tenderer shall allow for all costs, including escalation of labour, transport, insurance fees, increase in cost due to government and other charges, direct and indirect, till the work is completed in accordance with the scope of the contract and contract period.

20. AMBIGUITY:

Should there be any ambiguity or doubt as to the meaning of any of the tender clauses/conditions or, if any further information is required, the matter should immediately be referred to the Chief Mechanical Engineer, V.O.Chidambaranar Port Trust in writing, whose interpretation shall be final and binding.

21. TENDERER'S COMMENTS:

Any comments which the tenderer desires to make shall not be placed in the annexed documents but shall take the form of a separate statement in the English language and giving reference to page, clause or item numbers and shall be submitted along with the tender.

22. SIGNING THE CONTRACT:

The successful tenderer shall be required to execute an agreement in the proforma prescribed by the V.O.Chidambaranar Port Trust (draft enclosed in the document) on Tamil Nadu Government State stamp paper of the required value within 15 days from the date of issue of the notice of acceptance of the tender. In the event of failure on the part of the successful tenderer to execute the agreement within the above stipulated period, or the period agreed by the Port, the Earnest Money or security deposit deposited by him will be forfeited and apart from that the Board being in such circumstances entitled to treat the successful tenderer as in breach of contract and proceed accordingly.

23. JURISDICTION:

The award of contract for the work "Supply, Installation of OFC cables and allied accessories for convergence of IT/Phone/CCTV/RFID /VTMS/Electrical data etc in Port and Truck parking terminal" is subject to the legal jurisdiction of the local Courts of Tuticorin (Tamil Nadu) and no other Court other than Courts at Tuticorin (Tamilnadu) will have jurisdiction regarding any matters concerning the contract.

24. INSTRUCTIONS TO TENDERERS TO FORM PART OF THE CONTRACT:

All these instructions conditions, special conditions, if any, work specifications contained in the tender document and any correspondence related to this Contract shall form part of the agreement.

25.INSPECTION OF SITE:

The tenderer is advised to visit the site before submitting their sealed offers in order to ascertain the nature of work involved.

26. PRECAUTION AGAINST AIR AND WATER POLLUTION :

Every precaution shall be taken by the contractor to prevent air and water pollution resulting from his operations as per requirement of the appropriate authorities. The hazardous waste shall be disposed off only to the genuine processors having requisite approval in accordance with implementation of hazardous waste rules 1989, notified tender environment Act, 1989 and rules regulations made there under from time to time.

27. LABOUR :

- a. The contract labourers / employees shall display their identity card while inside the Port area.
- b. The contractor shall furnish the personal particulars of their labourers / employees. Also the contractors shall given an undertaking for the good contract of their labourers / employees inside port area.
- c. The contractor shall allow his labourers the government notified national and local festival holiday and also such closed holidays for the Port declared by the employer and also have due regard to local religious and social customs in respect of labourers employed by him.

28. EXTENSION OF TIME: -

- i The Contractor shall commence the works on site with the period named in the tender after the receipt by him of an order in writing to this effect from the Engineer and shall proceed with the same with due expedition and without delay expect as may be expressly sanctioned or ordered by the Engineer or be wholly beyond the control of the contractor.
- ii The contractor shall maintain the rate of progress required as per schedule if the progress of work is held up owing to circumstances, which in the opinion of the Engineer are beyond the control to the contractor such as war stormy, weather and for other reasonable causes in the opinion of the Engineer the Engineer may at his discretion, grant to the work in such extension of time as he considers reasonable for the completion of the work. In such circumstances, the contractor shall apply for extension of time within fifteen days of the hindrance on account of which he desires such extension as aforesaid.
- iii The execution of the work during the extended period also, shall be only under the conditions and at the rates specified in the contract.
- iv No claim shall be made by the contractor on the grounds of executing the work beyond the completion period stipulated in the contract.

29. COMPENSATION FOR DELAY:

If the contractor fails to complete the work in all respects within the time specified or within the extended time that may be allowed by the port as per above clause, the contractor shall pay or allow the board to deduct a sum equivalent to 1% per week or part thereof on the total value of the contract subject to a maximum of 10% of the total value of contract as Liquidated or Ascertained damages and not by way of penalty, for every week or part thereof beyond the said period or extended period as the case may be during which the work shall remain unfinished. Such damages will be deducted from any money due or become due to the contractor. The payment of such damages shall not relieve the contractor of his obligations to complete the work or from any other of his obligations or liabilities under this contract.

30. Compliance with ESI Act 1948:-

- i. The contractor should adhere to the Employees State Insurance Act 1948 (34 of 1948).
- ii. The tender shall issued to the contractor only if the contractor has registered under ESI act 1948 and obtain separate ESI code
- iii. If the contractors fails to comply with the ESI act it is the duty of principle employer i.e PORT TRUST to recover from the contractors bill and make payment to ESI.

31. Compliance with EPF Act:

The contractor has to comply with all provisions contained in EPF and MP Act 1952

32. DETERMINATION OF RESPONSIVENESS:

The tender which does not satisfy the terms and conditions as mentioned in the tender, shall summarily be rejected and shall not be considered for further evaluation. The owner will scrutinize tenders to determine whether the tender is substantially responsive to the requirements of the tender document. For the purpose of this clause a substantially responsive tender is one which inter- alia confirms to all the terms and conditions, general conditions of the entire tender documents without any deviation (or) reservation. A tender which in relation to the estimated rates, is unrelating will be rejected as non- responsive. The decision of the owner shall be final in this regard.

33. Compliance with Minimum wages Act:

The contractor should adhere to Minimum wages act and to pay the labour engaged him as per the Minimum wages imposed by the CLC, Ministry of Labour & Employment.

34. Compliance with Contract Labour (Regulation & Abolition) Act, 1970:

The contractor should adhere to Contract Labour (Regulation & Abolition) Act. The contractor shall arrange insurance coverage for the workmen to be engaged by them at their cost.

35.GST : If any chargeable extra, may be clearly indicated in the price schedule available in the e-tendering website .

Goods and Services Tax:

- a) As per GST Act, invoice in the prescribed format has to be issued by a registered dealer on or before the time when goods are removed for supply(where supply involves movement) on or before the time when delivery is received by the recipient(where movement of goods is not involved)
- b) The law has laid down conditions to avail GST input tax credit on supply of Goods or services. All of the following conditions need to be satisfied to avail GST input credit:
 - The dealer should be in possession of Tax Invoice/Debit or credit Note/Supplementary Invoice issued by a supplier registered under GST Act.
 - The said goods/services have been received.
 - Returns (GSTR-3) have been filed
 - The tax charged has been paid to the Govt. by the supplier
- c) As a service provider, contractors /professionals etc shall issue the invoice within 60 days to the Port from the date of providing service. If the invoice is not issued within the time limit, then penalty and/or interest shall be applicable. If any of the contractors/ professionals do not issue invoices as aforesaid and do not file tax return by due date, Port cannot avail the ITC. Further, Port has to pay the said ITC availed with interest and penalty as applicable under GST rule.

Therefore, in the event of default of the contractor on the above grounds, the said amount paid/payable to the Government by Port shall be recovered from any money due to the contractor or adjusted against the performance security/security deposit.

- d) For any correction in invoice claimed, it shall be throughout Debit note/credit note/supplementary invoice only, as all the invoices are to be uploaded in the GSTIN portal. All suppliers and contractors including professionals are to be requested to comply with the above provisions without any omission in respect of on going contracts. If the existing suppliers/contractors / professionals do not comply with the above provisions payment will not be released and Port will not be liable on any account to be aforesaid.

36. In case of any bidder found indulged in corrupt, fraudulent, coercive, undesirable and restrictive practices during the bidding process, VOC Port Trust is entitled to forfeit the EMD and debar the bidder for a period not exceeding three years.

-Sd-
CHIEF MECHANICAL ENGINEER

TERMS & CONDITIONS

1. **Rate:** The rates are firm and final No increase in rates will be permitted on account of escalation of price, additional duty, Tax, etc.
2. **Tax:** Income Tax or any other statutory levies applicable from time to time will be deducted at source as per rules. Service Tax will be paid extra under production of documentary evidence.
3. Freight, Loading and unloading charges & Transit Insurance will not be borne by this Port.
4. **Payment Terms:** Payment to the Contractor will be made on satisfactory completion of works assigned. The mode of payment is through e-payment. Hence the tenderer shall furnish the Bank Account Number for payment.
5. **Inspection:** The work done will be inspected by Port officer incharge.
6. **Right:** The Port reserves the right not to award the work to the lowest bidder. The Port reserves the right to cancel any/all the tender(s) without assigning any reason. The Port also reserves to split and award the work to two or more contractors. The Port's decision in any of the matter(s) is final and binding on each other. If the works are not carried out in satisfactory manner, the work order will be cancelled by the Port.
7. **Damage:** Any damage is caused to Port equipment while carrying out the works, it should be attended to by the tenderer at his own cost.
8. **Accidents:** Any accidents including death caused to the contractor or workers during course of execution of work or elsewhere will be taken care by the contractor(s) themselves and Port is in no way responsible for the same. The port is not responsible for any loss of life or damage or theft of materials. All the materials should be kept in the safe custody of the contractor.
9. **Third Party Insurance:-**
 - (a) Before commissioning of execution of works the contractor shall ensure against any damage, loss or injury which may occur to any property including that of the V.O.Chidambaranar Port Trust or to any person including any employee of the V.O.Chidambaranar Port Trust by or arising out of the execution of the works in carrying out of the contract.
 - (b) Minimum Amount of Third Party Insurance: Such Insurance shall be effected with an insurer and in terms approved by the employer and for atleast the amount stated in the tender and the contractor shall whenever required produce to the Engineers representative the policy or policies of insurance and receipts for payment of the current premiums
10. **Contract Labour Act:** The contractor shall comply with all necessary rules and regulations of the contract labour (Regulation abolition) Act 1970 and 1971.
11. **Transport:** The transport facilities for men will not be provided by the port.
12. **Safety measures:** Necessary safety measures are to be taken for the work by the contractor.
13. **General :** The work is required to be done with high quality.
14. **Entry into Port :** Admission into the port is regulated by passes and the contractor shall make his own arrangements to get passes.
15. **Disputes:** If any disputes or difference of any kind whatsoever arises, the decision of the Chief Mechanical Engineer shall be the final.
16. **Sub contracting:**

The contractor shall not assign lease or sublet this contract or the benefit hereof or any part thereof or any moneys payable here under or sublet the services to be rendered as aforesaid or any part thereof to any other person, firm or company without the prior written consent and approval of the Board.

SPECIAL CONDITIONS

1. The work shall be carried out in all respects with workmanship and materials of the best substantial and approved quality (confirming to ISI standard specifications) to the entire satisfaction of the Engineer who may reject any plant/ apparatus, materials, workmanship which shall in his opinion be defective in quality and such rejection will be final and conclusive. The contractor shall at his own expenses provide all materials labour haulage, saver tools and plants in manner of aforesaid qualified craftsman in the trade shall be employed.
2. The contractor shall make good at his own expense all defects due to faulty design materials or workmanship on the part of the contractor during the period of one year from the date of which the work is certified by the Engineer to have been brought to beneficial use. Any defects noticed in the installation during a period of one year from the date of commissioning shall be attended and rectified by the contractor at free of cost. The due portion of the security deposit relating to electrical works will be refunded after the expiry of this maintenance period.
3. The quantity given in the schedule is only approximate and payment will be made as per actual.
4. The work should be carried out to the entire satisfaction of the Engineer in charge. If the work is not upto the performance the work order is liable for cancellation.
5. The period of completion stipulated is the essence of contract. However, effort may be taken to complete the work as expeditiously as possible before the period of date of completion.
6. All the civil works like foundation concrete, drilling of holes, fixing of finishing of jambs, providing scaffolding for carrying out complete works including shall be arranged by the tenderers and nothing extra on this account shall be considered or paid.
7. The materials should be transported to the workspot by the contractor at his own cost and risk.
8. The port is not responsible for any loss of life or damage or theft of materials. All the materials should be kept in the safe custody of the contractor.
9. The contractor shall furnish the full personal particulars of their labourers/employees. Also the contractors shall give an undertaking for the good conduct of their labourers/employees inside port area.
10. The contract labourers/employees shall display their identity card or possess on them while inside the port area.
11. The contractor shall allow his labourers the Government notified national and local festival holiday and also such closed holidays for the Port declared by the employer and also have due regard to local religious and social customs in respect of labourers employed by him.
12. If water is required for the above work, the contractor should make his own arrangements of water at his own cost from outside.
13. Every precautions shall be taken by the Contractor to prevent air and water pollution resulting from the operation as per the requirement of appropriate authority. The hazardous waste shall be disposed off only to the genuine processors having requisite approval on accordance with implementation of Hazardous waste Rule 1989 notified under Environmental Act, 1989 and rules regulations made their under from time to time.
14. Suitable wall cutting machines for providing wiring pipes, junction boxes and switch boxes to be provided by the contractor. After completion of wiring works walls should be finished with plastering works

15. ERECTION TOOLS

No tools and tackles either for unloading or for shifting the equipments for erection purpose would be made available by the department. The successful tenderer shall make his own arrangement for all these facilities.

16. PAINTING

This shall include cost of painting of entire exposed iron work complete in the installation. All equipments works shall be painted at the works before dispatch to the site.

17. Clearance of site on completion : - On completion of the work the contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and Temporary works of every kind and leave the whole of the site and works clean and in a workman like condition to the satisfaction of the Engineer. If not done the cost of clearing etc., will be recovered from any money due to the contractor.

18. For protection of cables necessary pipes to be provided and the necessary excavation works/ cutting of roads to be carried out for laying of cable is in the scope of contractor.

19. THIRD PARTY INSPECTION:

- a) The Contractor shall avail the services of a third party of RITES / EIL, acceptable to VOC Port Trust, if required as per the contract, and contractor bear the cost of the Third Party inspection. The responsibility of the third party shall, inter alia, be to ensure and certify that the work is being executed as per the relevant standards as given in tender . VOC Port Trust reserves the right to replace the Third party during the execution of the Contract if the third party inspection is not satisfactory. Additional cost, if any, for such change shall have to be borne by the Contractor. In case of any technical dispute between the purchaser and the contractor in connection with design, construction, erection, testing etc, the matter shall be referred to the third party for a reasoned decision which shall be reviewed by VOC Port Trust.
- b) The Contractor shall avail the services of RITES / EIL for third party inspection of the OFC and the HDPE pipes for supply, installation and commissioning stages. In case of any doubts arising during the execution of the contract either from the Contractor's side or from the Purchaser side, the same shall be referred to the 3rd party for suitable solution. Normally, the recommendation of the 3rd party should be acceptable to both the Purchaser as well as Contractor. In the event, there is a disagreement in the process, the same shall be referred to Chief Mechanical Engineer, VOCPT for further examination of the issue. After examination, Chief Mechanical Engineer shall put up his findings with reasons for approval of sanctioning authority and it shall be binding on both the Purchaser as well as the Contractor without diluting any obligations under the terms and conditions of the contract.

20. To lay cable around 8 km (approx) outside Port boundary i.e from Port boundary opposite to Old Point of supply to Truck parking terminal near Fisheries college, Necessary approvals/ clearances, from concerned authorities (NHAI, state Highways, Tuticorin corporation etc. for "Right of way"), as required, are to be obtained by the successful bidder for laying their own cables to meet system requirements. Port shall not apply or borne any fees towards laying OFC cables and earth work outside Port boundary.

21. The SIP IP phones to be provided by the successful bidder has to be compatible with the MITEL exchange of Port. Necessary interfacing cards, license required for the operation and merging with existing MITEL exchange is in the scope of the contractor and no additional amount will be paid to the contractor for the working of SIP IP phones with existing MITEL exchange.
22. Make of the materials to be used :
- a) Make of OFC : Finolex, HFCL, Aksh optifibre, Polycab, Apar, Paramount, Delton, RPG, Birla , Ericson, Sterlite, Schneider, Molex, D-Link, TE/Netconnect, Plexonics, and RandM.
 - b) HDPE pipe: ISI approved HDPE pipe. The pipes shall be supplied with ISI mark on each pipe. (The pipe offered shall bear ISI marking with Licence number. ISI license issued by Bureau of Indian Standard to the manufacturer for the offered pipe shall be attached.)
 - c) Make of CAT-6 cables and patch cord: Schneider, Molex, Finolex, D-Link, TE/Netconnect, Havells, Sterlite, Legrand, Plexonics, and Rand M
 - d) Make of POE and Gigabit Media Converter: Cisco, Juniper, HP, Dell, Allied Telesis, Extreme Networks, Moxa, Fortinet, DigiLink, D-Link, Linksys, Digisol, Netgear, and Plexonics
 - e) Make of SIP IP phone: MITEL 6863i/6865i or Grandstream GXP1615/GXP1625 or reputed brand compatible & working with MITEL exchange
 - f) Make of UPS: APC/Numeric
 - g) For Rack: Certifications like ISO 14001:2004 and ISO 9001:2008

The Makes indicated under the specifications of certain equipment are for indicative purposes only. The bidder's proposed equipment shall meet the bid specifications or better. The bidder shall provide adequate supporting documentation for the proposed equipment.

-Sd-
CHIEF MECHANICAL ENGINEER

Section V
SCOPE OF WORK

- A. Design, Manufacturing, supply and delivery on FOR VOC Port site basis, storage at site, local transportation, installation, commissioning of OFC cable in HDPE pipes as per specification and site conditions with all networking accessories, SIP IP phones, auxiliaries, interfaces and documentation, training, warranty, etc and the whole system shall be handed over in a fully operational condition acceptable by the Port officials.
1. The contractor has to lay OFC cable in HDPE pipes of length 26 Km [18 Km inside Port Boundary and 8 Km outside Port boundary]
 2. The OFC cable in HDPE pipes should be laid by earth excavation/ along fencing or boundary wall with clamping or existing trenches with clamping or HDD method.
 3. In places of road crossing, HDPE pipes to be laid through GI pipes and the road cutting to be re fixed as directed by the Engineer In charge.
 4. All the cores in the OFC to be terminated in the Line interface unit/ termination box and patch cord to be provided.
 5. Media convertors to be installed for interlinking the OFC cable and all cores in the OFC cable to be operational without any loss.
 6. Network racks to be installed at the locations specified by the engineer in charge. The suitable power supply cables for the rack to be provided.
 7. The contractor shall test and certify the availability and reliability of the link laid by the contractor and every core of OFC cable.
 8. The SIP IP POE phones to be installed with necessary patch cable and CAT 6 cable for interconnection to be provided.
 9. The SIP phones to be provided with AC adapters to work with non POE switches also.
 10. It is not the scope of the specification to specify each and every component of individual system/equipment, since the tenderer is totally responsible for the engineering, design and commissioning the complete system.

B.INSTALLATION OF FIBER OPTIC CABLE SYSTEM

1. The Contractor shall carry out the required survey of the routes for Pipe/OFC laying at no additional cost to VOCPT. The Contractor shall prepare the survey report of these routes in VOCPT grid map furnishing all distances, details regarding position of joint boxes, manholes, etc. Trial pits may be dug at suitable locations to assess the obstacles. The survey report shall have to be submitted by contractor to VOCPT for approval and requisite clearances need to be obtained before the cable installation work is commenced by the contractor. The clearances related to Highways department or Tuticorin corporation, the contractor has to get necessary approvals. The installation/ shall be carried out as per the approved drawings. Route maps shall be drawn to the scale.
2. Laying of HDPE pipe Making arrangements for handling, loading/ unloading of pipes shall be done by the contractor. The major quantity of the envisaged work under this contract is for laying PLB pipes in a route by manual excavation& back filling and HDD / trenchless method. However due to practical limitations like other buried utilities, narrow road, route is not straight etc Trenchless method of laying may require to go

still deeper or may not be practical in some stretches in the prescribed route of pipes laying. The construction practices and standards as per engineering instructions are applicable to all the works.

3. The temporary pits made for carrying out the pipe/cable laying work to be restored to the original level to the satisfaction of the Engineer -in-charge
4. After excavation of trenches, approximately 5 cms thick bed of soft soil/ or sand (in case the excavated material contains sharp pieces of rock/stones) is laid before directly laying the cable. Adequate care shall be exercised while laying the cables so that the cables are not put to undue tension/pressure as this may adversely affect the electrical characteristics of cables with passage of time. Sharp bends shall be avoided. Bends, if any, the radius of curvature should be more than at least six times the diameter of the cable. After the completion of laying, sand/ sieved earth, free of stones etc., shall be placed over the cable to a height of 7.5 Cms. duly levelled and rammed lightly to form a bedding for warning bricks or Half round RCC pipes/ stone slab/ Pre cast RCC slab for mechanical protection. The cables may be required to be pulled through RCC/ GI Pipes at road crossings, Extra care should be taken to avoid damage to the cable while pulling through pipes which may occur due to kinks. The Bidder should have the required tools and equipments for the purpose to complete the job in a professional manner. The Bidder shall ensure that trenching and cable laying activities are continuous, without leaving patches or portions incomplete in between.
5. **Laying of OFC through Horizontal Directional Drilling (H.D.D.)** Excavation of trench and laying of HDPE Pipes through H.D.D. technique. The Optical Fibre Cable shall be laid through PLB HDPE pipes. Back filling and dressing of the excavated trenches. Blowing/puling of Optical Fiber Cable with proper tools and accessories. The contractor is responsible to carry out the Pipe laying for suitable length at a stretch by using suitable machinery like HDD machines. In Horizontal and Vertical boring, the machine should be capable of going up to specified depth below the ground level.
6. Laying of Optical Fiber Cable Making arrangements for handling, loading/ unloading of optical fiber cable drums at site shall be done by the contractor. The contractor will remove the empty cable drums from the site of work as soon as cables are laid.
7. The HDPE duct shall be free of blisters, shrink holes, break and other defects. The PLB HDPE duct ends shall be cut as square as possible to longitudinal aspects. The internal and external PLB HDPE duct surfaces shall be smooth. Packing and delivery the new branded duct shall be supplied in reels or coils after sealing both ends by end caps. The standard marking shall be provided on each packing
8. Visual inspection of 100% of the item/material shall be carried out by VOCPT on receipt of material at site and any visual damage observed on site inspection on the supplied item/material would make the consignment liable for rejection.
9. The color should be uniform throughout. The entire HDPE duct shall be clearly marked at intervals with the following data. i) Manufacture's name or trade mark ii) Year of manufacturing iii) Type of PLB HDPE duct and size iv) Running length marking.

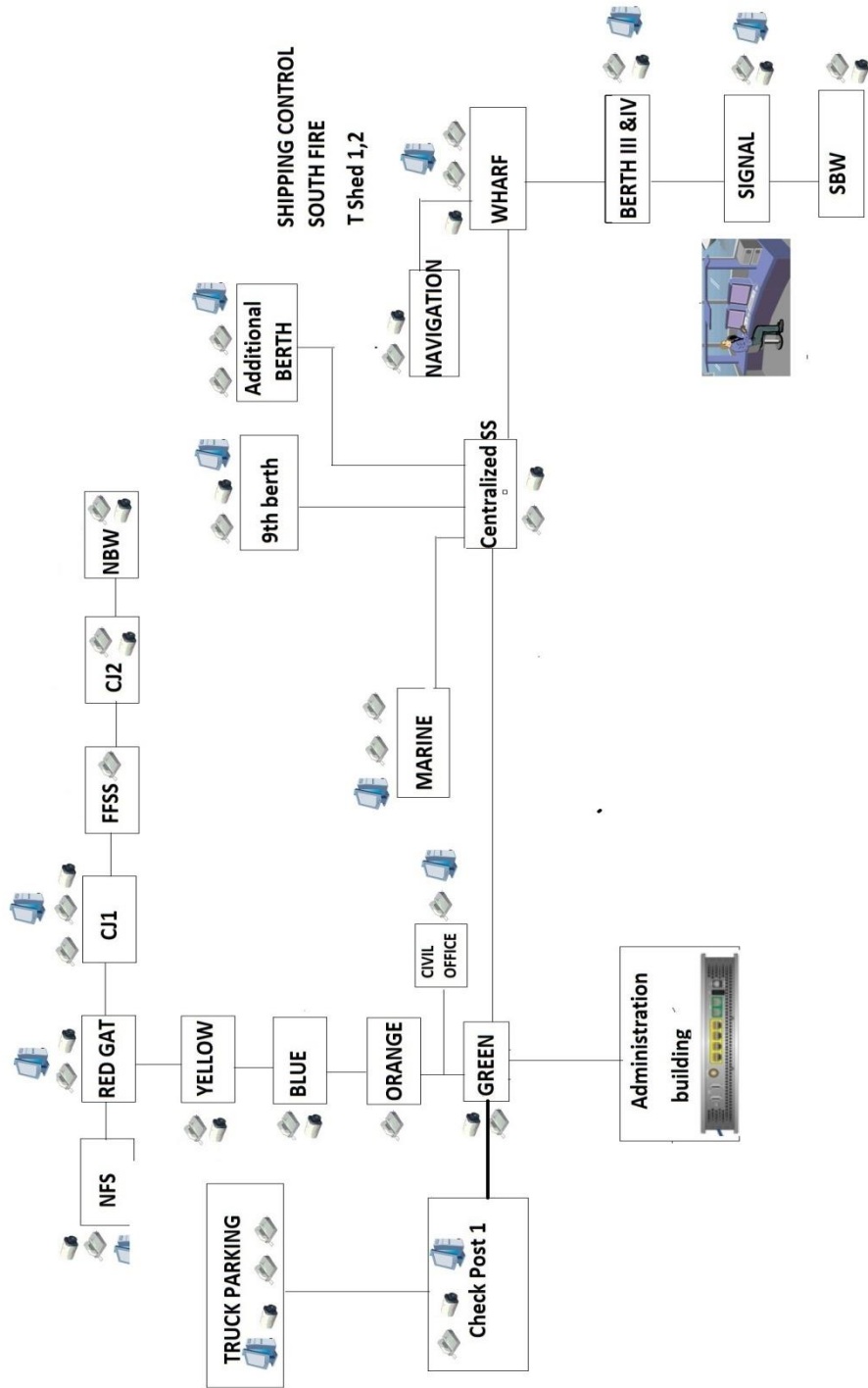
C.SCOPE OF THE WORK FOR SPLICING WORKS

1. The contractor has to supply Conventional / ribbon Splicing machine, back up generator, associated meters such as OTDRs, Source Meter, Power Meter, Splicing tools and the skilled Splicer to operate the splicing machine and carry out the fiber splicing.
2. The Contractor at his own cost should arrange Vehicle required for OF Cable Splicing and transportation of men and material, etc for splicing.
3. The operation of the splicing machine, associated works like preparing the cable, cutting the fibre for splicing, placing the spliced ribbons properly in trays, testing the quality of splice, placing the enclosures suitably in joint pit, acceptance testing, preparation of documents are all jobs of the contractor.
4. The routes/section for which the contractor has executed the OFC cable laying works, the splicing/ termination of cable at terminal end shall be carried out by the same contractor and ensure the end to end connectivity.
5. The splicing should achieve standard acceptable results for the joints. For this purpose, the measurements by OTDR will be carried out from the both ends of the cable in 1310 and 1550 wavelengths. The attenuation of the OF Cable will be checked by sending the light source from one end of the cable and received at the other end. The result should be within the permissible limits as per the standard practice. In case the results are not meeting, the iteration of splicing operation to be repeated till a satisfactory result is achieved. For this purpose the splicing machine should be maintained to a proper level of satisfactory operation which does not need repeated iteration. The results are within the limit and should be supported with print out from OTDR Meters Forming the ribbons suitably after splicing inside the enclosure, sealing the enclosure as per the standard procedure shall be the job of the contractor
6. The splicing should be given warranty for one year against workmanship. In case the splicing give away due to poor workmanship, the contractor has to arrange to re-splice by providing the machine and the skilled labour at the site during the warranty period

C. STANDARD

- 1) The Optic Fibre Cable shall conform to the standards named below:
 - a. ITU-T Recommendations G.652 D.
 - b. Electronic Industries Association, EIA/TIA 455-78A, 455-3A, 455-62A, 455-164A/167A/174, 455-168A/169A/175A, 455-176, 455-59, EIA/TIA 598, EIA 455-104.
 - c. International Electro technical Commission standards, IEC60304, IEC60794-1-2, IEC60811-5-1.
 - d. Bellcore GR-20.
 - e. ISO 11801
 - f. Telecom Engineering Centre (TEC), Department of Telecom, Govt. of India (TEC-spec-no-OR/OFC-17/01, June 2007)
- 2) HDPE pipe shall conform to the following standards:
 - a. IS: 4984/ IS: 2530/ IS: 14151/(part I)/ IS: 9938/IS: 7328/IS 12235 (Part-9)/IS: 5175.
 - b. ASTM D 1693/ ASTM D 638/ ASTM D 648/ ASTM D 790/ ASTM D 1712/ ASTM D 2240/ ASTM D 4565/ ASTM F 2160/ ASTM G 154
 - c. TEC-spec no. GR/CDS-08/02/NOV-04 (including all amendments)- HDPE pipe for use as duct for optical fibre cable.
 - d. As per specification no. RDSO/SPNTC/45/2013 Revision2.0

BLOCK DIAGRAM OF CONNECTIVITY BY OFC



(Annexure I) FORM NO.I

SCHEDULE OF DEVIATIONS FROM TECHNICAL SPECIFICATIONS

ALL DEVIATIONS FROM THE SPECIFICATION SHALL BE FILLED IN BY THE TENDERER, CLAUSE BY CLAUSE IN THIS SCHEDULE

SECTION NO	SPECIFICATION CLAUSE NO.	DEVIATION
------------	--------------------------	-----------

The Tenderer hereby certified that the above - mentioned are the only deviations from the Technical specification and tender conforms to the specification in all respects.

Company Seal :

Signature :

Designation :

Company :

Date :

SCHEDULE OF DEVIATIONS FROM GENERAL AND SPECIAL CONDITIONS AND GENERAL RULES AND DIRECTIONS OF THE TENDER ENQUIRY

ALL DEVIATIONS FROM GENERAL AND SPECIAL CONDITIONS AND GENERAL RULES AND DIRECTIONS OF THE TENDER ENQUIRY SHALL BE FILLED IN BY THE TENDERER, CLAUSE BY CLAUSE IN THIS SCHEDULE

SECTION NO	SPECIFICATION CLAUSE NO.	DEVIATION
------------	--------------------------	-----------

The Tenderer hereby certified that the above - mentioned are the only deviations from General and special conditions and General rules and directions of this tender inquiry and tender conforms to the specification in all respects.

Company Seal :

Signature :

Designation :

Company :

Date :

EXPERIENCE

Experience in similar type of work for the last seven years ended **30.11.2019**

Sl. No	Name of work	Value of work executed	Contract period		Scheduled period of completion	Contractor's name and address
			Commencement	completion		
1						

Note:- The copy of the work orders and satisfactory completion/ Performance certificate attested by the Notary Public for the completed works shall be furnished.

Contractor

FINANCIAL STATUS

Summary of yearly turnover on the basis of the Audited Balance Sheet for the last three financial year (2016 – 17, 2017 – 18 and 2018-19)

<i>Sl. No.</i>	<i>Financial year</i>	<i>Total Turnover</i>
01	Year 2016 – 2017	Rs.
02	Year 2017 - 2018	Rs.
03	Year 2018 - 2019	Rs.

Note: Attach certified copies of the Audited Financial Statements attested by Notary Public

Contractor

V.O.CHIDAMBARANAR PORT TRUST**FORM OF AGREEMENT**

This AGREEMENT made this.....day
 two thousand
 Board of Trustees of the V.O.C Port Trust, a body corporate under Major port Trust Act
 1963 (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 expressions shall, unless excluded by, 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 Trustees of the V.O.C Port Trust is desirous of construction the
 work comprising

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 as furnished a sum of Rs.....

(Rupeesonly) as

Earnest Money Deposit at the time of tendering which will be adjusted against security
 deposit as per memorandum will be collected by deductions from the running bills, at the
 rates mentioned there in for the due fulfillment of all the conditions of the contract.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement words and the expressions shall have the same meanings as are
 respectively assigned to them in the conditions of the contract hereinafter referred
 to.
2. The following documents shall be deemed to form and be read and construed as
 part of this agreement viz.

- 1 Tender Notice
2. Instruction to Tenderers
3. Terms and Conditions
4. Annexes
- 5.Schedule of Price
- 6.Work Order

CONTRACTOR

3. The contractor hereby covenants with the Board of trustees of V.O.C Port to construct complete and maintain the "works" in conformity in all respects with the provision of the agreement.
4. The Board of the Trustees of V.O.C Port hereby covenants to pay the contractor in consideration of such construction, completion and maintenance of the works the "Contract price" at the time and in the manner prescribed by the contract.

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

The common seal of the Trustees of
V.O.C Port was here into affixed and

The Chairman thereof, has set his
Hand in the presence of CHAIRMAN of the Board
of Trustees V.O.C Port.

Signed and sealed by

The Contractor in the presence of

SPECIMEN FORM OF BANK GUARANTEE BOND (FOR PERFORMANCE SECURITY)

In consideration of the Chairman representing the Board of Trustees of V.O.Chidambaranar Port (hereinafter called "The Port") having agreed to exempt _____ (hereinafter called "said contractors") from the demand, under the terms and conditions of contract awarded in No _____ dated _____ made between _____ and _____ for _____ (hereinafter called "said Agreement") of Performance security for the due fulfilment by the said contractor(s) of the terms and conditions contained in the said Agreement, on production of Bank Guarantee for Rs. _____ (Rupees ----- only).

2.We* _____ (hereinafter referred to as the Bank) at the request of _____ contractor(s) do hereby undertake to pay to the Port an amount not exceeding Rs. _____ 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 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 any 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 by 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 notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceedings before any Court of Tribunal relating thereto our liability under this present being absolute and unequivocal.

5. The payment so made by us under this bond shall be valid discharge of our liability for payment thereunder and the Contractor(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 Mechanical & Electrical Engineering Department, V.O.Chidambaranar Port Trust certified that the terms and condition of the said Agreement have been fully and properly carried out by the said contractor's

and accordingly discharges this Bank 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 Bank 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 the Port, that the Port shall have the fullest liberty without consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said 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) or for any forbearance, act or omission on the part of the Port or any

indulgence by the Port to the said Contractor(s) 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.

8.This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)

We * _____ lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Port in writing.

9.This guarantee is valid upto _____ (period)

Dated the day of 200 for**

Indicate here the name of the Bank

Indicate here the period or date.

Contractor

E- Payment

Annexure -VII

To
The Financial Advisor & Chief Accounts Officer,
V.O.Chidambaranar Port Trust,
Tuticorin – 628 004.

Sir, We hereby give particulars for payment of the works bill / Advance etc

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 operating account Either with IOB or SBI or Any other Bank(If it is other than IOB or SBI, bank commission plus postage will be deducted)	
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	IFSC Code No – Bank code	
11	PAN No.	
12	GST Identification Number	
13	HSN Details (for Material Supply only)	
	Description of Materials	HSN Code
14	Service Accounting Code (SAC) (for Contractors/Service Providers only)	
	Service Description	Service Accounting Code (SAC)

Yours sincerely

(Signature of Contractor)

E-PAYMENT- Payment of contractor bills through Bank:-Payment due to the contractor may , if so desired by him by made to the Bank instead of direct to him provided that the contractor furnishes to the Engineer – in- charge (1) an authorization in the form of a legally valid account such as power of attorney conforming authority on the Bank to receive payments and (2) his own acceptance of the correctness of the account made out as being due to him by employer or his signature on the bill or other claim preferred against employer before settlement by the Engineer – in charge of the account or claim by payment to the Bank. While the receipt given by such banks shall constitute a full and sufficient discharge for the payment the contractor should wherever present his bills duly receipted and discharged through his bankers. Nothing here in contained shall operate to create in favour of the Bank any rights or equities vis – a vis the Board. The date on which e – payment to the contractor by the employer will be considered as the date of payment for all purposes. Delay in making such payments by the employer due to to exceptional circumstances shall not nullify or vitiate in any way or other the conditions of the contract and the contractor shall have no claim on this account.

The Engineers may by any certificate make any correction or modification in any previous certificate which shall be issued by him and shall have power to with hold any certificate if the work or any part thereof is not being carried out to his satisfaction Balance payment will be released on completion of work to the satisfaction of Engineer's Representative. No claim will be entertained by the Port in this account.

For the e- payment Port has made working arrangements with the following Bankers

a)State Bank of India, Main Office, Tuticorin

b)Indian Overseas Bank, harbour Branch

The arrangements designed to work are as follows The amount due to the payee will be intimated to the Port Bankers in the form of Electronic messages. The Bank will arrange to credit the amount to the parties account through electronic transfer failing which by other modes as detailed further.

If the payees account is with any of the computerised & net worked branches of the above named Banks, the amount due to the payee will be credited to the payee instantly with payment of Bank charges.

In all other cases, payment will be arranged through Bankers cheque / DDs by the State Bank of India through "speed post' or counter service" for this bank charges at the appropriate rates will be payable by the payee.

Notice Inviting e-tender for the work: **"Supply, Installation of OFC cables and allied accessories for convergence of IT/Phone/CCTV/RFID /VTMS/Electrical data etc in Port and Truck parking terminal"**

TENDER ACCEPTANCE LETTER

(To be printed on company letter head and filled, signed and uploaded)

To
The Chief Mechanical Engineer
V.O.Chidambaranar Port Trust
Tuticorin-4

Sir,

Subject: Acceptance of terms and conditions of tender for *"Supply, Installation of OFC cables and allied accessories for convergence of IT/Phone/CCTV/RFID /VTMS/Electrical data etc in Port and Truck parking terminal"*

Tender reference No. MEE/SEEL/67476/F.2(34)/V1/2019-01

1. I/We have downloaded / obtained the tender document(s) for the above mentioned tender/work from the website namely <https://etenders.gov.in/eprocure/app> as per your advertisement given in the above mentioned website(s).
2. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from Page No. **1 to 38** (including all documents like annexure(s), schedules(s), etc, which form part of the contract agreement and I /we shall abide hereby and agree the terms /conditions /clauses contained therein.
3. The corrigendum(s) issued from time to time by V.O.Chidambaranar Port Trust for the above subject work has also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/ corrigendum (s) in its totality /entirety.
5. I/We do hereby declare that our firm has not been blacklisted/ debarred by any Govt. Department/ Public sector undertaking.
6. I/We certify that all information furnished by me/us is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then V.O.Chidambaranar Port Trust shall without giving any notice or reason therefore, summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full earnest money deposit absolutely.

Yours faithfully,

(Signature of the bidder with official seal)

COVER- II
PRICE SCHEDULE