REQUEST FOR PROPOSAL

FOR

The work of telecom arrangement in connection with Madurai Division: DEN / N / MDU jurisdiction - Proposed raising of existing rail/medium level PF to High level PFat CII (PF 1), SUX (PF 2), PNG1 (PF1), KFC (PF1) & VDM (PF1) stations and Proposed raising of existing rail/medium level PF to High level PF at 1LA (PF1 & 2), TVN (PF1&2), VDP (PF2&3) , TPC (PF 1 & 2) & RAGM (PF1)-Sr. DEN/C/MDU jurisdiction

Tender Ref. No.: PMD-FI-4.6061-Tender Madurai

Earnest Money Deposit (EMD) Rs.1,00,000/- (Rupees One Lac)

Last Date and time of submitting:23.12.2023 at 1100 Hrs

Date and time of opening : 23.12.2023 at 1130 Hrs

of Technical Bid



PUNJAB COMMUNICATIONS LIMITED B-91, PHASE VIII, INDUSTRIAL AREA, S.A.S. NAGAR (CHANDIGARH) – 160 071

TELE: 0172- 2237101(4 lines), 0172-2237133 (Direct)

Website – <u>www.puncom.com</u> E-MAIL: projects@puncom.com



TECHNICAL BID

Tender Ref. No.: PMD-FI-4.6061-Tender Madurai

Organization Name : PUNJAB COMMUNICATIONS LIMITED

B-91, PHASE VIII, INDUSTRIAL AREA,

S.A.S. NAGAR (CHANDIGARH) - 160 071

Organization Type : Public Sector Undertaking of Punjab Government

Tender Ref No. : PMD-FI-4.6061-Tender Madurai

Category : Supply, Transportation and installation of Indoor and outdoor Railway

work.

Tender Schedule

Date of publishing on Puncom website : 16.12.2023

Last date of Submission of Bid : 23.12.2023 at 1100Hrs

Date of Opening Technical Bid : 23.12.2023 at 1130Hrs

Earnest Money Deposit (EMD) : Rs.1,00,000/- (Rupees One Lac)

Sealed offers are invited (in two different sealed envelopes for Technical & Financial separately) in terms of this document including compliance statement for each clause provided in this document, offer and other terms & conditions. Financial bid shall be openedonly of those bidders who qualify the technical bid successfully.

1. Scope Of Work:

Telecom arrangement in connection with Madurai Division: DEN / N / MDU jurisdiction - Proposed raising of existing rail/medium level PF to High level PFat CII (PF 1), SUX (PF 2), PNG1 (PF1), KFC (PF1) & VDM (PF1) stations and Proposed raising of existing rail/medium level PF to High level PF at 1LA (PF1 & 2), TVN (PF1&2), VDP (PF2&3) , TPC (PF 1 & 2) & RAGM (PF1)-Sr. DEN/C/MDU jurisdiction. (Detailed work schedule & Price Schedule is attached as Annexure-IV).

2. Eligibility Criteria:

- a) The Tenderer must have valid GST and PAN No.
- b) The Tenderer must have executed and completed any telecom / signaling / similar work (attach details with supporting documents) of Railways and should have made turnover Rs. 50 lac (cumulative) during the last 3 years. Contractor having

experience with Railways will be preferred. Proof of experience has to be enclosed along with bid.

- c) The Tenderer must have sufficient technical and non-technical manpower (Engineers, Diploma as well as Labor) for execution of work as per Railway requirement that are proficient in installation, laying, trenching, jointing, testing and termination of optical fiber and quad cables.
- d) The Tenderer should have the ability to meet the running expenditure, to execute the contract.
- e) The Tenderer should have an office setup in the <u>Southern Region</u> staffed with experienced professionals, equipped with required machines and test instruments to execute this work. Attach list of machines, instruments & tools.
- f) The Tenderer should not have been blacklisted by any Govt. / PSUs or any other agencies earlier. An undertaking to be enclosed with the offer as per Annexure- III.

3. EMD:

- a) The bidder(s) are required to deposit a sum of Rs.1,00,000/- (Rupees One Lac only) as Earnest Money. The earnest Money can be deposited in the form of demand draft in favour of 'Punjab Communications Limited' payable at Chandigarh. Bid unaccompanied by the requisite earnest money will be summarily rejected. The earnest money will be returned to the unsuccessful bidder(s) after finalizing the tender and till then PUNCOM will not be liable to pay any kind of interest on the earnest money. The successful bidder's EMD may be adjusted with the security deposit.
- b) The Bid Security (EMD) may be forfeited, If a bidder withdraws his bid during the period of validity specified in the bid form and In case of successful bidder, If bidder fails to sign the contract with 21 days of award of work.

4. Security Deposit:

The security deposit equivalent to 5% of the total contract value as per following details will be deposited by successful bidder.

- a) Initially EMD of Rs.1,00,000/- of successful contractor will be adjusted against security deposit and the balance security money will be recovered from the progressive bill @ 6% of the bill amount till it reaches 5% of the contact value.
- b) This security deposit will be released after completing the project is all respects and will be back to back basis with Railways.
- c) The security amount will be forfeited in case the successful bidder fails to execute the contract as per the requirements of Railways.

5. Performance Bank Guarantee:

After the award of work, successful bidder will submit the performance bank guarantee(in the form of irrevocable Bank Guarantee) equivalent to 5% of the contract value, within21 days. This performance bank guarantee will be released after completing the project in all respects and will be back to back basis with Railways.

6. Payment Terms:

The Tenderer will work on back to back payment terms and back-to-back LD / penalty as per Railways tender No. U-SG-02-2023-24-I closed on date 16-08-2023.

The payment will be released as per following details :-

a. Supply Only:

- i. The 90% payment on supply and on acceptance by consignee.
- ii. The 5% payment after Installation and testing.
- iii. The 5% payment on completion of whole work.

b. Supply & Installation (combined):-

- i. 70% payment on completion and duly certified by the concerned SSE of Railways or official of Puncom.
- ii. 25% payment will be released only after successful installation and testing of the equipments.
- iii. 5% payment on completion of whole work.

7. Other Terms and Conditions:

- a) All terms and conditions as per Railways tender No. U-SG-02-2023-24-I closing date 16-08-2023(General, Special etc.) shall be applicable on contractor on back-to-back basis.
- b) The quoted prices should be firm and no escalation in prices is permitted on any grounds throughout the contract period.
- c) The contractor should be ready to work on back-to-back payment terms, back-to-back LD / penalty, warranty and other conditions of the railway tender including establishment of store, if required.
- d) PUNCOM reserves the right to cancel or reject any part of bid or the entire tender without assigning any reasons.
- e) PUNCOM reserves the right to distribute the job among more than one eligible Tenderer.
- f) Contractor shall submit a standing indemnity Bond to PUNCOM for the materials and equipment supplied to him by Railways / PUNCOM.
- g) PUNCOM reserves the right to increase or decrease the work by 25% other than scope of work.

- h) The contractor shall comply with all the provisions of GST, Income Tax, labor cess or other taxes as applicable in the concerned state. Any penalty / fine / interest etc. for non-compliance for the laws shall be borne by the contractor.
- i) The bid shall remain valid for 6 (six) months after the date of bid opening prescribed by the PUNCOM. A bid valid for a shorter period shall be rejected by the PUNCOM as non-responsive.
- During warranty period any failure reported by Railways shall be rectified by contractor free of cost.
- k) The entire work is to complete within 08 months from the date of issue of work order or as per the date of completion (DOC) given by Railway.
- I) In case of non- performance during execution of work, PUNCOM reserve the right to sub-contract this work/ part there off to any other party/contractor.

8. How To Apply:

Contractors should enclose the company details as per Annexure-I and compliance statements as per Annexure-II for all points of clauses mentioned above and should enclose the following:

- a) Earnest Money Deposit (EMD)
- b) Company profile, /Corporate Brochures of product/service profiles of the firm.
- c) Copies of GST and PAN Number etc. .
- d) HR strengths of Company (attach list mentioning name & qualification of the staff).
- e) All related documents substantiating the eligibility criteria as per Annexure-I and Annexure-II.
- f) List of test instruments / machines available / technical manpower.
- g) 3 Years audited balance sheet and profit and loss account indicating turnover and financial position of company.
- h) Undertaking that Firm have not been blacklisted by any Govt. / PSUs or any other agencies earlier.
- i) The bidder shall seal the technical and financial bids in two envelops separately duly marked both envelops as "TECHNICAL BID" and "FINANCIAL BID". Then both the envelops will be put into a bigger envelop under the seal of the authorized signatory. The seal used should be the personal seal of the authorized signatory of the firm. Seal in the inner and outer covers to be the same.
 - i. The inner and outer envelops shall be addressed to the PUNCOM at the following address who shall be the designated authority for receiving of the tender / bid.

Head Projects Division
Punjab Communications Limited,
B-91, Phase – VIII, Industrial Area,
S. A .S Nagar, Mohali – 160 071 (Punjab)

- ii. Should bear the Tender Ref. Number and the words "do not open before 23.12.2023.
- iii. Shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is received late.
- iv. Tender shall either be sent by registered post / courier or delivered in person. Bid delivered in person shall be delivered into the tender box, marked with the name of the work, Tender Ref. No. kept at the office of Head Projects. PUNCOM shall not be responsible if the bids are delivered elsewhere.
- v. If the envelops are not sealed and marked properly as required, the bid may be rejected.
- vi. Bids must be received by the designated authority at the address specified above not later than 1100 Hrs. on due date.
- vii. The PUNCOM may at its discretion, extend this due date and time for the submission of bids by amending the bid documents and in such a case, all rights and obligations of the PUNCOM and bidders subjected to previous due date and time, will be subjected to the extended due date and time.
- viii. Any bid received by the PUNCOM after the due date and time, shall be rejected and returned unopened to the bidder.

9. Evaluation:

- a) PUNCOM shall examine the Technical Bid to determine whether these are complete and are generally in order, without computation errors, with required enclosures and appropriate documents.
- b) PUNCOM may waive any minor infirmity of non-conformity or irregularity in a bid, which does not continue a material deviation, provided that such waiver does not prejudice or affect the relative ranking of any bidder.
- c) All technically qualified bidders shall be informed accordingly to attend the opening of financial bid to finalize the Tender.

10. Award of Contract:

- a) The successful bidder, whose offer (Technical as well as Financial) is found acceptable as per terms and conditions of the tender document, will be intimated so by the PUNCOM in writing.
- b) The successful bidder shall give their acceptance in writing within 15 days of issue of intimation.

11. Arbitration:

- a) All disputes arising out of or in connection with this agreement, including any question regarding its existence, validity or termination, shall unless amicably settled between the parties, be finally settled by arbitration in accordance with The Arbitration and Conciliation Act 1996 and Rules frame thereof. MD Puncom or his nominee shall be the sole Arbitrator.
- b) All legal proceeding out of this agreement shall be subject to the jurisdiction of courts in Mohali or Chandigarh.

12. Force Majeure:

- a) If at any time during the continuance of this agreement, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods and other natural calamities, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of GOD (herein after referred to as events), provided notice of happenings of any such eventuality is given by either party to the other within 7 days from the date of occurrence thereof and such event was beyond the reasonable control and not due to fault or negligence of the party and defaults, neither party shall by reasons of such event be entitled to terminate this contract, nor shall either party have any such claim for damages against the other in respect of such non performance or delaying performance, and works under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the Customer, as to whether the works have been so resumed or not shall be final and conclusive. Provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may, at his opinion terminate the contract.
- b) Force Majeure specified in the Railway's tender shall be applicable for Tenderer on back to back basis.

Note:

- a) The entire Tender document should be signed on each page and has to be enclosed along with the response.
- b) Profile of the Firm (Annexure–I) & Compliance Statement (Annexure–II) are to be filled up and necessary documents are to be submitted along with the offer.
- c) Last date for submission of bid is 23.12.2023 up to 1100 Hrs. and shall be opened on the same day at 1130 Hrs. for evaluation. Financial bid shall be considered of those bidders who qualify the technical bid successfully and successful bidder shall be informed accordingly to attend the opening of Financial Bid.
- d) Any Change in Submission/opening of bids to be intimated at PUNCOM Website.
- e) For any query mail at "Projects@puncom.com"

Date: 16.12.2023



ANNEXURE - I

PROFILE OF THE FIRM

(To Be Filled Up by the Tenderer)

4	NI COLET	
1	Name of the Firm	
2	Address of the Firm HQ and branch	
_	offices	
	onices	
3	Year of Incorporation	
4	Contact Details	
5	Bank Account Details	
	Danit / toodant Dotano	
6	PAN No.	
7	GST No.	
•		
	T (F:	
8	Type of Firm	
9	List of prominent customer worked	
	with.	
	VVILII.	

(Signature with stamp)



(IN REGARD TO ELIGIBILITY CRITERIA)

ANNEXURE-II

Name of the Firm/Company with Address:	
Telephone No:	
E-Mail Id:	

Please write COMPLIANT or NON-COMPLIANT against each row:

1	Experience of handling Railway turnkey projects with Railway.	
2.	Having valid GST and PAN Card are enclosed herewith.	
3	Last 3 Financial years cumulative audited balance sheet and Profit & Loss account along with certificate from Charted Accountant indicating total break-up party wise that total Business turnover in providing services to Railways is more than Rs. 50 Lac.	
4	Deployment of manpower (engineers as well as labour) as per railways requirement.	
5	The firm is having ability to meet for the running expenditure during the execution of contract. Solvency certificate to be attached.	
6	The firm is having full fledged, well established office set up in Andhra Pradesh including required machines / test equipments.	
7	The firm is not black listed by any Govt./PSU or any other agency earlier	
8	Firm is ready to work on back-to-back payment terms, warranty obligation and back-to-back LD/Penalty conditions of the Railways.	
9	Firm is ready to furnish Security Deposit amount, as per the terms of contract.	
12	The Firm is ready to take out and keep in force a policy of insurance for the material supplied by railways for execution of the work.	
13	The Firm is ready to give standing indemnity bond for the material supplied by railways for execution of the work.	
14.	Demand Draft / BG for Rs.1,00,000/- towards EMD is attached.	

(Signature with Seal)



Annexure-III

Undertaking

is not blacklisted or debarred by Railways of India / PSu from participation in tender on ual capacity or as a member of the partnership mber.
(Authorized Signatory)

(Annexure-IV)

(Complete Work Schedule) SEE ATTACHMENT FINACIAL BID