

## REQUEST FOR PROPOSAL

FOR

**The work of “Ajmer Division- Construction of OFC Rooms and shifting of OFC equipments in OFC rooms at 20 stations of Ajmer division and 53 stations of JU division along with replacement of Power supply equipments of OFC equipments at 40 stations of Ajmer Division”.**

**Tender Ref. No.: PMD-FI-4.6040-Tender Ajmer**

Earnest Money Deposit (EMD) ..... Rs. 75,000/- (Rupees Seventy Five Thousand only)

Last Date and time of submitting: **15.02.2024** at 1500 Hrs

Date and time of opening of Bid: **15.02.2024** at 1530 Hrs



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 – [www.puncom.com](http://www.puncom.com)  
E-MAIL : [projects@puncom.com](mailto:projects@puncom.com)

## **TECHNICAL & FINANCIAL BID**

**Tender Ref. No. : PMD-FI-4.6040-Tender Ajmer**

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

PUNCOM Tender No. : PMD-FI-4.6040-Tender Ajmer

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

### **Tender Schedule**

Date of publishing on Puncom website : **06.02.2024**

Last date of Submission of Bid : **15.02.2024** at 1500Hrs

Date of Opening of Bid : **15.02.2024** at 1530Hrs

Earnest Money Deposit (EMD) : Rs.75,000/- (Rupees Seventy Five Thousand only)

Sealed bids/offers are invited in terms of this document including compliance statement for each clause provided in this document, offer and other terms & conditions.

### **1. Scope of Work:**

Supply, installation, Ajmer Division- Construction of OFC Rooms and shifting of OFC equipments in OFC rooms at 20 stations of Ajmer division and 53 stations of JU division along with replacement of Power supply equipments of OFC equipments at 40 stations of Ajmer Division. (Detailed work & Price Schedule is attached as Annexure-IV).

\* Refer Railway LOA NO. AJMER DIVISION-S AND T / SNT-AII-26-2023-24 / 00814660096191  
Dated: 25/01/2024

### **2. Eligibility Criteria:**

- a) The Bidder must have valid GST and PAN No.
- b) The Bidder must have executed and completed any telecom / signaling / similar work (attach details with supporting documents) of Railways and should have made turnover Rs. 30 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 Bidder 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 Bidder should have the ability to meet the running expenditure, to execute the contract.
- e) The Bidder 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. 75,000/- (Rupees Seventy Five Thousand only) as Earnest Money. The earnest Money can be deposited in the form of Cheque/DD 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. 75,000/- 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 in 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) of Rs. One Lac only with a validity of ONE YEAR within 21 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 bidder will work on back to back payment terms and back-to-back LD / penalty as per Railway Tender No. SNT-AII-26-2023-24 Closing Date: 25/12/2023.

The payment will be released as per following details: -

**For Supply/ Supply & Installation Items (NS-A)**

- a) 80% of the accepted cost of the items (duly inspected by the nominated Inspection Authority) will be paid on receipt of the equipment by the
- b) 10% of the accepted cost (in addition to the 80% released above) shall be paid after installation/erection of that particular equipment.
- c) The balance 10% of the accepted cost will be paid after commissioning of the station.
- d) 100% will be paid for spares & for items, which are not required to be erected/ installed by the contractor, on receipt of the equipment and no loss certificate by Consignee.

**For Installation Items (NS-B)**

- a) 90% on account payment will be done after the supply & installation of the item and on the basis of measurements recorded.
- b) Balance 10% of Schedule will be paid on commissioning of the station and after issuing the satisfactory completion certificate by SSE in-charge of the work.

**7. Other Terms and Conditions:**

- a. All terms and conditions as per Railways Tender No. SNT-AII-26-2023-24 Closing Date: 25/12/2023 (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. The contractor shall facilitate to get MB entry (supply- which include all material supplied by PUNCOM , execution- which includes the commissioning & installation in addition to your scope of work), and thereafter payment realizations etc.
- e. PUNCOM reserves the right to cancel or reject any part of bid or the entire tender without assigning any reasons.
- f. PUNCOM reserve the right to bifurcate Supply & installation of any Schedule item i.e. PUNCOM could take over supply/installation portion at the time of award of work in the best interest of PUNCOM & execution of work. So bidder is advised to quote rate of supply & installation accordingly.
- g. PUNCOM reserves the right to distribute the job among more than one eligible bidder.
- h. PUNCOM reserves the right to increase or decrease the work by 25% other than scope of work.
- i. The contractor shall comply with all the provisions of GST, Income Tax, labor cess or other cess/taxes as applicable in the concerned state. Any penalty / fine / interest etc. for non-compliance for the laws shall be borne by the contractor.
- j. 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.

- k. During warranty period any failure reported by Railways shall be rectified by contractor free of cost.
- l. The entire work is to complete 22.07.2024 or as per the date of completion (DOC) given by Railway.
- m. 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) All related documents substantiating the eligibility criteria as per Annexure-I and Annexure-II.
- e) 3 Years audited balance sheet and profit and loss account indicating turnover and financial position of company.
- f) Undertaking that Firm have not been blacklisted by any Govt. / PSUs or any other agencies earlier.
- g) The bidder shall seal the bid in single envelope duly marked envelope as “BID - PMD-FI-4.6040-Tender Ajmer”. Then envelope will be put into a bigger envelope 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 envelop 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 15.02.2024”.
- 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 1500 Hrs. on due date.
- vii. The PUNCOM may at its discretion, extend this due date and time for the submission of bids by issuing a "Corrigendum" at its website 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 Bids 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 constitute a material deviation, provided that such waiver does not prejudice or affect the relative ranking of any bidder.

#### **10. Award of Contract:**

- a) The successful bidder, whose offer is L1 and 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 nonperformance 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 Bidder 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 **15.02.2024** up to 1500 Hrs. and shall be opened on the same day at 1530 Hrs. for evaluation. Bid of those bidders shall be considered who qualify the bid successfully and successful bidder shall be informed accordingly.
- d) Any Change in Submission/opening of bids to be intimated through PUNCOM Website.
- e) For any query mail at "Projects@puncom.com"

Date: **06.02.2024**

**Head (Projects)**

**PROFILE OF THE FIRM**

(To Be Filled Up by the Bidder)

1	Name of the Firm	
2	Address of the Firm HQ and branch offices (if any)	
3	Year of Incorporation	
4	Contact Details	
5	Bank Account Details	Bank Name:- _____ Bank Address:- _____ _____ A/C No. _____ IFSC Code:- _____
6	PAN No.	
7	GST No.	
8	Type of Firm	
9	List of prominent customer worked with.	

(Signature with stamp)



(IN REGARD TO ELIGIBILITY CRITERIA)

ANNEXURE-II

Name of the Firm/Company with Address: \_\_\_\_\_

Telephone/Mobile 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 Chartered Accountant indicating total break-up party wise that total Business turnover in providing services to Railways or other similar Govt. Agency is more than Rs. 30 Lac. <b>(Attach Balance sheet &amp; Profit Loss Sheet)</b>	
4	Deployment of manpower as per railways requirement.	
5	The firm is not black listed by any Govt./PSU or any other agency earlier	
6	Firm is ready to work on back-to-back payment terms, warranty obligation and back-to-back LD/Penalty conditions of the Railways.	
7	Firm is ready to furnish Security Deposit amount, as per the terms of contract.	
8	The Firm is ready to give standing indemnity bond for the material supplied by PUNCOM/Railways for execution of the work.	
9.	Cheque/Demand Draft for Rs. 75,000/- towards EMD is attached.	

(Signature with Seal)

**Undertaking**

It is certified that \_\_\_\_\_ is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India / PSU from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which he was / is a partner/member.

(Authorized Signatory)

(Annexure- IV)

**(Work & Price Schedule)**

**SEE ATTACHMENT**