

**PANJAB UNIVERSITY, CHANDIGARH.**

[Website: [www.puchd.ac.in](http://www.puchd.ac.in)]

**TENDER DOCUMENT FOR PROCUREMENT AND LAYING OF  
OPTICAL FIBRE CABLE.**

TENDER NOTICE No.: **CC/2/2015**



**LAST DATE FOR SUBMISSION OF TENDER:**

**March 24, 2015 by 3.00 PM**

**DATE & TIME OF OPENING:**

**March 24, 2015 at 3.30 PM**

**PRICE Rs. 1000.**

## Important Dates

S No	Description	Schedule
1	Date of uploading of Tender Document on Panjab University's official website	Tender Documents can be downloaded from the Panjab University's official website <a href="http://tenders.puchd.ac.in/">http://tenders.puchd.ac.in/</a> starting 10:00 hrs Friday, February 27, 2015. The Tender Document cost needs to be deposited along with the Proposal as directed in this document.
2	Pre bid conference with OEMs/ Bidders	At 10:00 hrs on Wednesday, March 11, 2015 at Computer Centre, Panjab University, Sector 14, Chandigarh. Minutes of this conference shall be uploaded to the Panjab University website thereafter.
3	Last date of submission of Bid	At 15:00 hrs on Tuesday, March 24, 2015 at Computer Centre, Panjab University, Sector 14, Chandigarh.
4	Date of opening of the Technical Bids	At 15:30 hrs on Tuesday, March 24, 2015 at Computer Centre, Panjab University, Sector 14, Chandigarh.
5	Date of opening of the Commercial Bids	To be announced during the opening of Technical Bids.

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# Invitation to Bid

No: \_\_\_\_\_

Dated: \_\_\_\_\_

REGISTERED POST

To:

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Dear Sirs,

The university proposes for PROCUREMENT AND LAYING OF OPTICAL FIBRE CABLE for better performance and to provide network connection to new buildings. The Panjab University is looking for vendors who have experience in supplying and installation of above type of hardware from high quality manufacturers.

Bidders are advised to study the Tender Document carefully. Submission of Proposal shall be deemed to have been done after careful study and examination of the Tender Document with full understanding of its implications.

Sealed offers prepared in accordance with the procedures enumerated in "INSTRUCTIONS TO BIDDERS" should be submitted to the Director, Computer Centre, Panjab University, Chandigarh not later than the date and time laid down. The bids shall be opened in the presence of those Bidders who may wish to be present as per the "Schedule of Tender".

The Panjab University shall not be responsible for any postal delay about non-receipt / non-delivery of the documents.

This Request for Proposal Document is not transferable; however OEMs are free to quote through their authorized distributors or system integrators.

Yours Faithfully,

Director,  
Computer Centre  
Panjab University

## Instructions to Bidders

The Bidder is expected to have read and examined all the instructions, forms, terms and specifications in the Tender Document with full understanding of its implications. Failure to furnish all information required in the Tender Document or submission of a bid not substantially responsive to the Tender Document in every respect will be at the Bidder's risk and may result in outright rejection of the bid.

### 2.1 COST OF THE Tender DOCUMENT

The Bidder shall deposit Rs. 1,000/- (Rupees Ten Thousand Only) being the cost of the Tender Document.

It can be done by way of a Demand Draft of Rs. 1,000 favouring The Registrar, Panjab University, Chandigarh.

The bidder can also send the Demand Draft of Rs. 1,100 favouring The Registrar, Panjab University, Chandigarh by post so as to receive the Tender Document by post.

Payments made through any other mode will not be accepted.

It is an absolute must that the cost of Request for Proposal Document is paid as directed; otherwise the offer shall stand summarily rejected and no correspondence in this matter shall be entertained.

### 2.2 SCHEDULE OF REQUEST FOR PROPOSAL

2.2.1 Tender Documents can be downloaded from the University website <http://tenders.puchd.ac.in> starting 10:00 on Friday, February 27, 2015. The Tender Document cost needs to be paid along with the bid.

2.2.2 A pre bid conference with the prospective OEMs/ Bidders is scheduled to be held at 10:00 on Wednesday, March 11, 2015. The purpose of the meeting is to clarify issues and to answer questions on any matter that may be raised up to that stage related with the detailed technical specifications. Upto a maximum of 2 (two) representatives of each prospective OEM/ Bidder will be permitted to attend it.

The address for the above activity (2.2.2) is:

**Computer Centre,  
Panjab University  
Sector-14  
Chandigarh**

2.2.3 The sealed bids will be accepted till 15:00 hrs on Tuesday, March 24, 2015. Panjab University may at its sole discretion extend the bid submission date. The modified target date & time will be notified on the website of the University.

2.2.4 The Technical Bids will be opened at 15:30 hrs on Tuesday, March 24, 2015. The Bidder(s) or their authorized representatives may be present if they so desire.

2.2.5 The Commercial Bids of only technically qualified Bidder(s) will be opened at a date announced by the Panjab University on its website. The Bidder(s) who have been declared eligible after evaluation of the technical bids or their authorized representatives may be present if they so desire.

The address for the above activities (2.2.3, 2.2.4, 2.2.5) is:

**Computer Centre,  
Panjab University  
Sector-14  
Chandigarh**

2.2.6 The address for all the correspondences pertaining to this Tender is:

**Director, Computer Centre,  
Panjab University,  
Chandigarh- 160014  
PHONE 0172-2534077, 4073  
EMAIL: [directorcc@pu.ac.in](mailto:directorcc@pu.ac.in)**

## **2.3 PROCEDURE FOR SUBMISSION OF BIDS**

2.3.1 It is proposed to have a three cover system for this Request for Proposal.

- i. Covering Letter, Cost of Request for Proposal Document and Earnest Money Deposit.
- ii. Technical Proposal.
- iii. Commercial Bid.

Please note that Rates should not be indicated in the Technical Bid. Only Commercial Bid should indicate rates.

All the documents viz. Covering Letter, Cost of Tender Document and Earnest Money Deposit, Technical Bid and Commercial Bid prepared and sealed as hereinafter directed are to be kept in a single sealed cover super-scribed with the words "PROPOSAL for PROCUREMENT AND LAYING OF OPTICAL FIBRE CABLE (CC/2/2015), due at 15:00 hrs on Tuesday, March 24, 2015, NOT TO BE OPENED BEFORE TIME".

The cover thus prepared should also indicate clearly the name and address of the Bidder, to enable the Bid to be returned unopened in case it is received after the specified date and time.

The Bid shall be in the prescribed format and shall be signed by the Bidder or a person duly authorized to bind the Bidder to the contract.

All pages of the bid except un-amended printed literature shall be initialled by the person(s) signing the Bid. The bid shall contain no interlineations, erasures or over writing except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person(s) signing the bid.

The Bids prepared by the Bidders shall thus comprise of following components:

- i. Covering Letter neatly typed on the letterhead of the Bidder, duly signed by the authorized signatory in the proforma given in Section 5.1, the cost of Tender Document and Earnest Money Deposit, and kept in a sealed cover super-scribed "COVERING LETTER, COST OF TENDER DOCUMENT AND EARNEST MONEY DEPOSIT" as detailed in Section 2.3.2 below.
- ii. Technical Bid, as directed below in Section 2.3.3 and kept in a sealed cover super-scribed "TECHNICAL PROPOSAL".
- iii. Commercial Bid, as directed below in Section 2.3.4 and kept in a sealed cover super-scribed "COMMERCIAL BID".

### **2.3.2 Covering Letter, Cost of Tender Document & Earnest Money Deposit:**

- i. Bid Covering Letter as per the proforma given in Section 5.1 neatly typed and duly signed by the authorized signatory on the Bidder's letter head.
- ii. The Tender Document Cost of ` 1,000/- (Rupees One Thousand only) as required in Section 2.1 ante should be kept in this envelope by way of
  - a. A Demand Draft in favour of The Registrar, Panjab University, Chandigarh
- iii. Earnest Money Rs. 25,000/- should be submitted along with the Tender by way of a Demand Draft in favour of The Registrar, Panjab University, Chandigarh;
- iv. Unsuccessful Bidder's bid security will be returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the University.

- v. The successful Bidder's bid security will be discharged upon the Bidder accepting the purchase order and furnishing the Performance Guarantee.
- vi. The bid security may be forfeited:
  - a. if a Bidder withdraws its bid during the period of bid validity;
    - Or
  - b. if a Bidder makes any statement or encloses any form which turns out to be false, incorrect and/ or misleading at any time and/ or conceals or suppresses material information;
    - Or
  - c. in case of the successful Bidder, if the Bidder fails to sign the agreement or to furnish performance guarantee.

**2.3.3 Technical Proposal:**

- i. The Technical Proposal should be submitted in bound form and all pages continuously and serially numbered in one lot as one document. Brochures/leaflets etc. should be submitted in the bound document and not in a loose form. Bidders must ensure that all the documents are sealed and signed by authorized signatory.
- ii. Technical Bid as given in Section 5.2, neatly typed on the letter head of the Bidder, duly filled in, signed and complete in all respects including annexure for detailed specifications of equipment etc as directed. The bids shall inter alia include detailed technical specifications of all the equipment/ components in brochure or written form. These brochures shall be used for technical evaluation of the bids and in their absence the bids may not be evaluated.
- iii. Deviations from the Detailed Specifications as specified in the Bidding Document as given in Section 5.3.
- iv. Deviations from the Terms and Conditions as specified in the Bidding Document as given in Section 5.4.
- v. Manufacturer's Authorization Certificate in specific reference to this Tender as given in Section 5.5.
- vi. Exact Bill of Material in the format given in Section 5.6. The University reserves its right to cross verify whether the offered components meet the desired specifications.
- vii. The Technical Bid submitted in response to this Tender Document along with the supporting material, will become the property of the University.

**2.3.4 Commercial Bid:**

- i. Commercial bid proposal for the fine-tuned Technical Specifications neatly typed on the letter head of the Bidder, duly filled in and signed by the authorized signatory in Prescribed Quotation Proforma given in Section 5.7.
- ii. The details of Rate Schedule for all the goods and services. The rates shall be applicable in case the quantities of a particular order vary from those mentioned in relevant Technical Specifications. In case the consolidated rates quoted in the Prescribed Quotation Proforma as given in Section 5.7 differ from the rate schedule; later shall prevail.

**2.4 COSTS INCURRED WITH BIDDING**

The Bidder shall bear all costs associated with the preparation and submission of its Bid, including cost of presentation for the purposes of clarification of the Bid, if so desired by the University and the University will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding Process.



## **2.5 CLARIFICATION OF TENDER DOCUMENT**

- 2.5.1 The prospective OEMs/ Bidders who may like to attend a pre-bid meeting to be held on Wednesday, March 11, 2015 at 10:00 Hrs. Upto a maximum of 2 (two) representatives of each prospective Bidder will be permitted to attend the pre-bid meeting. All the clarifications / modifications requested by the shortlisted OEM(s) should necessarily be submitted in writing latest by 16:00, Wednesday, March 11, 2015.
- 2.5.2 The purpose of these meetings is to clarify issues and to answer questions on any relevant matter that may be raised upto that stage.
- 2.5.3 Outcomes of these meetings shall be published on the website of the University, allowing at least 7 days' time prior to the last date for receipt of bids. Any modification of the Tender Document, which may become necessary as a result of the Pre-bid Meeting, shall be made by the University explicitly through revised Tender Document and shall be binding on all the Bidders irrespective of whether they attended the meeting or not.
- 2.5.4 Non-attendance at the Pre-bid Meeting will not be a cause for disqualification of a Bidder.

## **2.6 AMENDMENT IN REQUEST FOR PROPOSAL DOCUMENT**

- 2.6.1 At any time upto the last date of receipt of Bids, the University may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Document by an amendment.
- 2.6.2 The amendment will be notified in writing or by email or fax to all prospective Bidders who have received the Tender Document and the same will be binding on them. It will also be uploaded to the University's website.
- 2.6.3 In order to afford prospective Bidders reasonable time to take the amendment into account in preparing their Bids, the University may, at its discretion, extend the last date for the receipt of Bids.

## **2.7 LANGUAGE OF BIDS**

The Bids prepared by the Bidder and all correspondence and documents relating to the Bids exchanged by the Bidder and the University, shall be written in the English Language, provided that any printed literature furnished by the Bidder may be written in another language so long as it is accompanied by an English translation in which case, for purposes of interpretation of the Bid, the English translation shall govern.

## **2.8 BID CURRENCY**

The Prices in the bid document shall be denominated in INDIAN NATIONAL RUPEES. For the purposes of evaluation of bids, the exchange rate as advertised by the Reserve bank of India on the day of opening of commercial bids shall apply.

## **2.9 VALIDITY**

Bids shall remain valid for 180 days from the last date of submission. The Bidder(s) may be required to give consent for the extension of the period of validity of the bid beyond initial 180 days, if so desired by the University in writing or by fax. Refusal to grant such consent would result in rejection of bid without forfeiture of the EMD. However, any extension of validity of bids will not entitle the Bidder to revise/modify the bid. The decision of the University in this regard will be final, conclusive and binding on the Bidder.

## **2.10 MODIFICATIONS & WITHDRAWAL**

The bid submitted may be withdrawn or resubmitted before the expiry of the last date of submission by making a request in writing to the Registrar of the University to this effect. No Bidder shall be allowed to withdraw the bid after the deadline for submission of bids.

## Terms & Conditions of the Tender

This Tender is open to all firms / Companies both from within India and outside India, who are eligible to do business in India under relevant Indian laws as in force at the time of bidding and who fulfil the minimum qualification Criteria as hereinafter laid down.

In addition to the above general requirements the Bidders must comply with additional qualifications as laid hereinafter.

### 3.1 GENERAL ELIGIBILITY CRITERIA

- 3.1.1 The Bidder should be a registered company in India under Companies Act 1956 and should have been in operation for at least Five years as on date of Tender.

Copy of the Certificate of Incorporation should be enclosed.

- 3.1.2 The Bidder/ Original Equipment Manufacturer (OEM) should have Service and Support Centres for the maintenance of the Items quoted by them in North India.

In case of OEM service and Support Centre, copies of the land-line telephone bills or rent agreement dated before December 31, 2014 should be enclosed.

In case of Authorized Service and Support Centre, the Bidder should submit a copy of the agreement entered between the Franchisee and the Bidder stating that the Franchisee is rendering the service for the OEM and the agreement should be valid as on December 31, 2014.

- 3.1.3 The Bidder should not have been blacklisted/ debarred by the Government of India or their undertakings, any State Governments or their undertakings previously. In such cases the bid will be summarily rejected and no correspondence in this matter shall be replied by the University.

Undertakings from the Bidder or the OEM in this regard should be enclosed.

### 3.2 TECHNICAL ELIGIBILITY CRITERIA

- 3.2.1 The Bidder(s) must either be OEMs or their authorized business partners of repute as evidenced by copies of relevant certificates or their consortia. In case of consortia all the eligibility clauses shall be met by any combination of the consortium partners.

Manufacturer Authorization Certificate from OEM in Case of Channel Partner/ Distributor as per the Format given in Section 5.5 should be enclosed.

- 3.2.2 The Bidder should have the capability to execute the work with respect to personnel and establishment facilities and should have successfully executed at least two works of similar value either of data centre or data / voice network.

Letters of Appreciation should be enclosed.

- 3.2.3 The OEM as well as the Bidder should be ISO 9000 certified or of equivalent Standard having current validity.

ISO 9000 or equivalent certificates of both the Bidder as well as OEM should be enclosed.

- 3.2.4 The Bidder(s) must have valid VAT/ LST/ CST, Service Tax Registration and PAN number allotted by the respective authorities.

Copies of all the relevant certificates should be enclosed.

### 3.3 COMMERCIAL ELIGIBILITY CRITERIA

- 3.3.1 Bidder should have a minimum turnover of Rs. 3 Crores in the last successive three Audited Financial years cumulatively.

Copies of the Audited Balance sheets and Profit and Loss account for last 3 Financial years should be enclosed.

- 3.3.2 The Bidder as well as the OEM should not be involved in any Bankruptcy filing or for protection from it.

Undertakings from the Bidder as well as the OEM in this regard should be enclosed. Otherwise, if they are so involved they must furnish a bank guarantee valid for three years of an amount equal to the total value of their bid along with their Commercial Bid and should mention that they have done so in their Technical Bid.

### **3.4 GENERAL CONDITIONS**

- 3.4.1 Minimum validity of the Proposal must be 180 days from the date of its opening.
- 3.4.2 The University reserves the right, not an obligation, to carry out the capability assessment of the Bidder(s) and pre dispatch inspections at the cost of the Bidder. This right inter alia includes seeking technical demonstrations, presentations and live site visits.
- 3.4.3 The University reserves its absolute right to seek any clarifications from the respective Bidder(s).
- 3.4.4 The University will neither provide nor shall pay any charges for boarding, lodging and transportation facilities for the Bidder(s) or their Representative.
- 3.4.5 The products/ services offered should strictly conform to the specifications given in the product literature. The models proposed/ marked for withdrawal from the market or models under quality testing should not be offered.
- 3.4.6 Equipment offered should be capable of being fully integrated with the existing network of the University immediately on installation.
- 3.4.7 The Bidder(s) are required not to impose their own terms and conditions to the bid and if submitted, it will not be considered as forming part of their bids. The decision of the University shall be final, conclusive and binding on the Bidder(s).
- 3.4.8 It is implicit that the Bidder has guaranteed that all the equipment supplied are original & new including all its components and as per the technical specifications. All the hardware and software supplied is licensed and legally obtained in the name of the University.
- 3.4.9 University can provide custom duty exemption certificate.
- 3.4.10 One OEM is only allowed to submit its quotation through one System Integrator and one System Integrator is only allowed to quote for the products of single OEM for all major components of the Tender.

### **3.5 PURCHASER'S RIGHT TO REJECT ANY/ALL BIDS**

- 3.5.1 The University reserves the right to accept or reject any bid partially or fully or annul the bidding process and reject all bids at any time prior to award of contract without assigning any reason, thereby incurring no liability to the affected Bidder(s). The University is under no obligation to inform the affected Bidder(s) of the ground for its action.
- 3.5.2 The University reserves the right to accept or reject any technology proposed by the Bidder(s).
- 3.5.3 The University reserves the right to re-issue the Tender or any part thereof without assigning any reason whatsoever, at the sole discretion of the University.
- 3.5.4 The University reserves the right to issue Purchase Order in phases or to alter the quantities specified in the offer. The University also reserves the right to delete one or more items from the list of items specified in offer.
- 3.5.5 Any decision of the University in this regard shall be final, conclusive and binding on the Bidder(s).

### **3.6 BID REJECTION CRITERIA**

The bid(s) will be rejected in case of any one or more of the following conditions:

- 3.6.1 Bids which are not substantially responsive to the Tender Document.
- 3.6.2 Bids not made in compliance with the procedure mentioned in this Tender Document or not substantively responsive.
- 3.6.3 Failure on part of the Bidder to provide appropriate information as required in the bid proposal or any additional information as requested by the University, including any supporting document.
- 3.6.4 Incomplete or conditional bids or bids that do not fulfil all or any of the conditions as specified in this document.
- 3.6.5 Bids without earnest money deposit.
- 3.6.6 The submission of more than one bid under different names by one Bidder. If the same is found at any stage, all the bids by that bidder will be rejected.
- 3.6.7 Material inconsistencies in the information submitted.
- 3.6.8 Misrepresentations in the bid proposal or any supporting documentation.
- 3.6.9 Bid proposal received after the last date and time specified in this document.
- 3.6.10 Bids found in unsealed cover, unsigned bids, bids signed by unauthorized person and unsigned corrections in the bids.
- 3.6.11 Bids containing erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be authenticated by the person(s) signing the bid.

### **3.7 BID EVALUATION PROCESS**

- 3.7.1 The Bidder must meet all the eligibility criteria mentioned in Section 3.1, 3.2 and 3.3.
- 3.7.2 The Technical Bids of all the Bidders who meet the eligibility criteria shall be evaluated further for compliance of specifications and other such parameters as may be needed. The decision of the University in this matter shall be final conclusive and binding.
- 3.7.3 The Commercial Bids of all the technically qualified Bidders shall be subjected to financial comparison.

### **3.8 RESPONSIBILITIES OF THE BIDDER(S)**

- 3.8.1 The Bidder(s) shall supply, the equipment as FoR destination i.e., Computer Centre, Panjab University, Sector 14, Chandigarh and the rates must include all the charges eg packing, forwarding, insurance, freight, commissioning, demonstration etc if any. Packing list must be put in all the packages.
- 3.8.2 They shall be required to install the fibre cables & other equipment and shall furnish necessary certifications/ documents.
- 3.8.3 The Bidder(s) shall maintain the infrastructure provided by the University for the Implementation and operation of the project and allied services.

### **3.9 RESPONSIBILITIES OF THE UNIVERSITY**

- 3.9.1 The University shall provide space to install the network, equipment and components etc. On day to day basis the officials of the University shall help the engineers deputed by the Bidder for the job in their capacity.
- 3.9.2 The University will provide only Custom Duty Exemption Certificate and other relevant certificates. However, the Bidder has to do the custom clearance at his own.

### **3.10 SCHEDULE OF PAYMENT**

- 3.10.1 No payment will be made in advance for any supplies under this invitation for bid.
- 3.10.2 100% payment will be done after successful supply, installation and testing of the equipment and after furnishing the Performance Security of amount equal to 3% of the total cost.

### **3.11 TIME SCHEDULE**

The equipment should be delivered and Installed within Six weeks from the date of placing the supply/ work order and the University's decision in this regard will be final and binding. The supply shall actually be deemed to have been complete on the actual date of installation/ implementation and successful demonstration to the duly constituted committee of the University.

The detailed schedule will be specified by the University at the time of placing supply / work orders after due consultation with the successful Bidder(s).

### **3.12 EARNEST MONEY**

3.12.1 Earnest Money of Rs. 25,000/- should be submitted along with the Proposal in the form of Demand Draft payable to The Registrar, Panjab University, Sector 14, Chandigarh.

3.12.2 Proposals without Earnest Money shall be summarily rejected.

3.12.3 The successful Bidder(s) will be required to meet the schedule of supply and installation of the equipment given by the University, failing which the University reserves the right to forfeit the full or part of the said deposit, as the case may be.

3.12.4 If the Bidder delays the supply and installation of the equipment deliberately and unnecessarily, their Purchase/ Work order will be cancelled, Firm will be black listed and Earnest Money shall be forfeited. In such a case decision of the University will be final and binding.

### **3.13 RATES**

The rates quoted shall remain firm throughout the period of contract and this contract will remain valid upto the date of completion of the job by the Bidder(s) and shall not be subject to any upward modification whatsoever.

### **3.14 WARRANTY**

All the goods and services quoted in response to this Request for Proposal shall have an onsite warranty for at least 3 years from the date of commissioning.

### **3.15 PENALTIES**

In case of delay in execution of works or delivery of goods & services penalties at the following rates shall be imposed on the total amount (as per relevant rate schedule) of delayed goods/services:

2% for delay of the first two months

3% per month for subsequent delays

Maximum delay of six months is tolerable, beyond which the order may be cancelled.

The decision of the University in this regard shall be final, conclusive and binding.

### **3.16 TAXES AND DUTIES**

The Bidder shall be solely responsible for the payment of all taxes including VAT, duties, license fees, octroi etc. incurred until completion of the project.

No claim on account of payment of octroi etc. within the limits of the Municipal Corporation, Chandigarh shall be accepted.

### **3.17 PERFORMANCE GUARANTEE**

The successful Bidder(s) shall furnish a security in the form of bank guarantee @ 3% of the total value of the order to the Bidder, valid till the warranty period of the equipment, which shall be discharged thereafter.

### **3.18 INSURANCE**

The University will not pay for any insurance charges against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery etc. The insurance shall be purchased by the Bidder, naming the University as the beneficiary, in an amount equal to the exact value of the Goods up to the installation at site on all risks basis, including war Risks and strike clauses etc.

### **3.19 INDEMNITY**

- 3.19.1 The Bidder(s) shall indemnify the University against all third party claims of infringement of Intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the Goods, or any part thereof in India.
- 3.19.2 The Bidder(s) shall, at their own expense, defend and indemnify the University against all third party claims or infringement of intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad.
- 3.19.3 The Bidder(s) shall expeditiously extinguish any such claims and shall have full rights to defend itself therefrom. If the University is required to pay compensation to a third party resulting from such infringement, the Bidder(s) shall be fully responsible therefore, including all expenses and court and legal fees.
- 3.19.4 The University will give notice to the Bidder of any such claim without delay, provide reasonable assistance to the Supplier in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.

### **3.20 CONFIDENTIALITY**

- 3.20.1 The Bidder shall not, and without the University's prior written consent, disclose the contract or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the University in connection therewith to any person other than a person employed by the Bidder in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 3.20.2 The Bidder shall not without the University's prior written consent, make use of any document or information.
- 3.20.3 Any document other than the contract itself shall remain the property of the University and shall be returned (in all copies) to the University on completion of the Bidder's performance under the contract if so required by the University.

### **3.21 CONFLICT OF INTEREST**

Absence of, actual or potential conflict of interest on the part of the Bidder due to prior, current, or proposed contracts, engagements, or affiliations with Panjab University, Sector 14, Chandigarh needs to be meticulously ensured. Additionally, they shall proactively disclose and address any and all potential elements, which would adversely impact their ability to complete the requirements as given in the Tender.

### **3.22 TRAININGS**

The Bidder shall be responsible for training the University personnel in the areas of implementation, operations, management, error handling, troubleshooting, system administration and any other related areas. This training can be arranged at the premises of the Bidder or at the University. The final training schedule shall be decided according to a mutually agreed time table before the work order is finally placed.

### **3.23 FORCE MAJEURE DURING THE PENDENCY**

During the pendency of the contract if the performance in whole or part thereof by either party is prevented/ delayed by causes arising due to any war, hostilities, civil commotion, act of public enemy, sabotage, fire, floods, explosion, epidemics, non-availability of raw material, and other consumables, or any other causes including breakdown of equipment beyond their reasonable control neither of the two parties shall be made liable for loss or damage due to delay or failure to perform the contract during the pendency of forced conditions provided that the happenings are notified in writing within 7 days from the date of occurrence. The work shall be resumed under the contract as soon as possible after the restoration of normalcy.

### **3.24 OTHER CONDITIONS**

If some latest technology or equivalent is introduced the Bidder is duty bound to offer their proposal on mutually agreed rates on similar terms and conditions during the pendency of the agreement/ contract.

### **3.25 ARBITRATION**

All disputes, differences, claims and demands arising under or pursuant to or touching the contract shall be referred to the sole arbitrator to be appointed by The Registrar, Panjab University, Sector 14, Chandigarh. The award of the sole arbitrator shall be final and binding on both the parties under the provisions of the Arbitration and Conciliation Act, 1966 or by statutory modification/ re-enactment thereof for the time being in force. Such arbitration shall be held at Chandigarh.

### **3.26 APPLICABLE LAWS & JURISDICTION OF COURTS**

In all matters and disputes arising hereunder, shall be governed in accordance with the Laws of India for the time being enforced and will be subject to the exclusive jurisdiction of Courts having jurisdiction in Chandigarh.

## Detailed Specifications & Deliverables

### 4.1 GENERAL NOTE

- 4.1.1 The given specifications are minimum requirements. Bidders should enclose relevant printed or neatly typed detailed specification sheets of their offerings, which shall also be kept in mind at the time of evaluation of offers.
- 4.1.2 The given specifications may be met either in the same unit or in any combination of units.
- 4.1.3 The quantities mentioned herein are indicative and shall be used to arrive at L1 Bidder. However, they may vary and shall be paid for by the University as per actual. In case of variations in quantities the rates mentioned by the Bidder in the relevant rate schedule shall apply.

### Schedule of Requirements

S. No.	Item Name	Quantity
1	<p>OFC Cable (24 Core)</p> <p>24 Core Outside plant Optical Fiber Cable            ECCS Armour            HDPE Sheath            Loose-tube, Multi tube            Gel-filled, 9/125 Single Mode (OS2), G.652.D            Water blocking            Manufacturing and testing setup conforms to ISO 9001 quality standards            Fiber performance matching or exceeding to ITU-T standards            Maximum Tensile Strength-Short Term : 3500N or better.            Maximum Attenuation: 0.35 @ 1310 nm.            Mass: Minimum 135 Kg/Km or better            Strength Member: Central strength member FRP            RoHS Compliant            Factory test report</p>	5,000 M
2	<p>OFC Cable (12 Core)</p> <p>12 Core Outside plant Optical Fiber Cable            ECCS Armour            HDPE Sheath            Single tube/ Multi tube            Gel-filled, 9/125 Single Mode (OS2), G.652.D            Water blocking            Manufacturing and testing setup conforms to ISO 9001 quality standards            Fiber performance matching or exceeding to ITU-T standards            Maximum Tensile Strength-Short Term : 1500N or better            Maximum Attenuation: 0.35 @ 1310 nm.            Strength Member: Two FRP Rod/ Two Steel Wires / Central strength member FRP            Mass: Minimum 95 Kg/Km or better.            RoHS Compliant            Factory test report</p>	6,000 M
3	<p>OFC Cable (6 Core)</p> <p>6 Core Outside plant Optical Fiber Cable            ECCS Armour            HDPE Sheath</p>	4,000 M



	<p>Single tube/ Multi tube  Gel-filled, 9/125 Single Mode (OS2), G.652.D  Water blocking  Manufacturing and testing setup conforms to ISO 9001 quality standards  Fiber performance matching or exceeding to ITU-T standards  Maximum Tensile Strength-Short Term : 1500N or better  Maximum Attenuation: 0.35 @ 1310 nm.  Strength Member: Two FRP Rod/ Two Steel Wires / Central strength member FRP  Mass: Minimum 95 Kg/Km or better.  RoHS Compliant  Factory test report</p>	
4	<p>LIU Rack Mounted (24 Port SC)</p> <p>Material: Box-Powder Coated Aluminium Alloy/ Powder Coated Steel.  Spool: FR Grade ABS.  Cable Grommets: FR Grade Nylon.  Fully Loaded with:  Splice Tray: Aluminium/ ABS plastic.  Loaded with 4 no. of 6 pak adapter plate SC.  Single mode OS2 pigtails.</p>	15
5	<p>LIU Wall Mounted (6 Port SC)</p> <p>Material: Box-Powder Coated Aluminium Alloy/ Powder Coated Steel.  Spool: FR Grade ABS.  Cable Grommets: FR Grade Nylon.  Fully Loaded with:  Splice Tray: Aluminium/ ABS.  6 SC Adapters singlex/ 3 SC adaptors duplex / 6 pak adapter plate.  Single mode OS2 pigtails.</p>	15
6	<p>HDPE Pipe</p> <p>The PLB HDPE pipe shall have two concentric layers viz. outer layer and inner layer. The outer layer shall be made of HDPE material and the inner layer of solid permanent lubricant.</p> <ol style="list-style-type: none"> <li>1. Color: Orange</li> <li>2. Suitable Ultra Violet stabilizers</li> <li>3. Tensile Strength at Yield: 20 N/mm<sup>2</sup> minimum</li> <li>4. Hardness, Shore- D: Between 60 and 65 units</li> <li>5. 50°C: 96 hrs., as per ASTM D 1693, No cracks</li> </ol> <p><b>Dimensions of pipe</b>  The nominal size of the pipe shall be 40/33mm  ISI/ISO Certified</p>	15,000 M
7	<p>Conduit Pipe</p> <p>40mm Diameter  Medium Mechanical Strength  ISI/ISO Certified</p>	200M
8	<p>6 U Wall Mounted Rack</p> <p>Front Door with Toughened Glass quality  Compatible with 19" International standards &amp; ETSI standard  With Cable Manager</p>	10
9	<p>42 U Floor Standing Rack</p> <p>Fan and Power Strip Loaded  Front Door with Toughened Glass quality  Compatible with 19" International standards &amp; ETSI standard  With Cable Manager.</p>	1

### Scope of Work/ Labour Work

S. No.	Detail of Works	Quantity
1	Laying of HDPE duct by Horizontal Directional Digging (HDD) of diameter 40mm at a depth of 10 Ft.	10,000 M
2	Digging and Laying of HDPE duct at a depth of 3 Ft.	2,000 M
3	Laying of Fibre in HDPE pipe.	15,000 M
4	Laying of PVC conduit pipe and laying of fibre in conduit pipe with accessories.	500 M
5	Manholes at every 100 M. Size Cubical:1 meters X 1 meters X 1.1 meters depth Cylindrical: 1 meter diameter and 1 meter depth. Sealing of both ends of the manholes by hard rubber bush of suitable size to avoid entry of rodents into the HDPE pipes. Strength: 22.5 mt. Ton	115
6	Mounting of LIU in rack (24 port SC)	15
7	Mounting of Wall mounted LIU (6 port)	15
8	Termination and Splicing of OFC per pair (Single mode fibre) with OTDR testing reports.	200
9	Mounting of Racks (Floor Standing / Wall Mounted)	10

The contractor should collect all available information regarding underground services and take necessary care to protect them. He should also have sufficient arrangements to identify and protect such underground services. The contractor shall carry out Ground Penetrating radar survey along the proposed cable route at his own cost to identify the underground services and for setting out the routes as directed by Construction Officer. The Construction Officer shall provide route map to the contractor if available for plotting the existing utilities and setting the route for horizontal drilling.

Quantum of labour work is on the basis of estimates but the payment will be made on the basis of actual work.

The vendor has to provide the work completion report on completion of the works which will include the detailed fibre layout map indicating all the terminations and joints.

# Bid Proposal Proformae

## 5.1 BID COVERING LETTER

To:

The Director,  
Computer Centre,  
Panjab University,  
Sector 14,  
Chandigarh-160014

Dear Sir,

Procurement and Laying of Optical Fibre Cable.

### 1 Terms & Conditions

- 1.1 I/ We, the undersigned Bidder(s), having read and examined in detail the specifications and all bidding documents in respect of this Tender do hereby propose to provide goods and services as specified in the bidding document.
- 1.2 I/ We, the undersigned Bidder(s) having submitted the qualifying data as required in your Tender, do hereby bind ourselves to the conditions of your Tender. In case any further information/ documentary proof in this regard before evaluation of our bid is required, I/We agree to furnish the same on demand to your satisfaction.

### 2 Rates & Validity

- 2.1 All the rates mentioned in our proposal are in accordance with the terms as specified in bidding documents. All the rates and other terms and conditions of this proposal are valid for a period of 180 days from the date of opening of the bid.
- 2.2 I/ We have studied the Clauses relating to Indian Income Tax Act and hereby declare that if any Income Tax, surcharge on Income Tax and any other Corporate Tax is altered under the law, I/ we shall pay the same.

### 3 Deviations

I/ We declare that all the goods and services shall be performed strictly in accordance with the Technical specification, Time Schedule and other terms of the Tender Document except the deviation as mentioned in the Technical Deviation Proforma. Further, I/ We agree that additional conditions, if any, found in the proposal documents, other than those stated in deviation proforma, shall not be given effect to.

### 4 Bid Pricing

I/ We further declare that the rates stated in our proposal are in accordance with your terms and conditions in the bidding document.

### 5 Earnest Money

I/We have enclosed the earnest money as required under Section 3.12 of the Tender Document. In case of default it is liable to be forfeited in accordance with the provisions enumerated therein.

**6 Details of cost of Tender Document:**

Value	
Demand Draft Number with Date	
Name and Branch of the Bank	

**7 Performance Guarantee**

I/ We shall submit a Bank Guarantee as required under Section 3.17 of the Tender Document.

**8 Declaration**

I/ We hereby declare that my/ our proposal is made in good faith, without collusion or fraud and the information contained in the proposal is true and correct to the best of my/ our knowledge and belief and nothing has been concealed therefrom.

Thanking you,

Yours faithfully,

(Signatures)

Date:

Place:

Name:

Designation:

Seal

**5.2 PROFORMA TECHNICAL BID**

<b>S No</b>	<b>Description</b>
1.	Bidder's Proposal Reference No & Date
2.	Bidder's Name and Address
3.	Contact Person Designation Telephone Number Fax Number e-mail Address
4.	Please attach a copy of company incorporation certificate.
5.	Please attach list of your offices in India with addresses thereof: a. Offices b. Spare Part Depots c. Service Centres d. Development Centres
6.	Please provide details if you have been blacklisted / debarred by the Government of India or their undertakings, any State Governments or their undertakings previously. If no, please enclose an undertaking in this matter.
7.	a. If the Bidder is not OEM, Please enclose due authorization certificate from OEM? (if applicable) b. Please enclose a list of similar installations done by you along with their value. Please attach relevant experience certificates also. c. Please enclose copies of ISO 9000 certificates in case of the Bidder as well as the OEM. d. Please enclose copies of valid VAT / LST / CST / Service Tax Registration certificates and Copy of PAN Card. e. Please attach copies of audited Balance Sheets and P/L Accounts for last three financial years. f. Is the Bidder or the OEM involved in any Bankruptcy filing for protection from it? If not, please enclose undertakings from the Bidder as well as OEM in this matter.
8.	Please attach printed or typed specification/ feature sheets of all the equipment / components / software quoted by You.

(Signatures)

Date:

Place:

Name:

Designation:

Seal

**5.3 DEVIATIONS FROM THE DETAILED TECHNICAL SPECIFICATIONS**

Following are the Deviations and Variations from the detailed specifications given in this Tender Document. These deviations and variations are exhaustive. Except for these deviations and variations, all the goods and services shall be provided as per the specifications mentioned in the Tender Document.

S No	Clause No	Page No	Statement of Deviations and Variations

(Signatures)

Date:

Place:

Name:

Designation:

Seal

**5.4 DEVIATIONS FROM THE TERMS AND CONDITIONS**

Following are the Deviations and Variations from the terms and conditions of this Tender Document. These deviations and variations are exhaustive. Except for these deviations and variations, all the terms and conditions are acceptable to us.

S No	Clause No	Page No	Statement of Deviations and Variations

(Signatures)

Date:

Place:

Name:

Designation:

Seal

**5.5 PRFORMA MANUFACTURER'S / DEVELOPER'S AUTHORIZATION**

Ref. No \_\_\_\_\_

Date: \_\_\_\_\_

To:

The Director,  
Computer Centre,  
Panjab University,  
Sector-14,  
Chandigarh-160014.

Dear Sir,

Tender No. CC/2/2015 Dated February 27, 2015, for Procurement and Laying of Optical Fibre Cable.

We \_\_\_\_\_ who are established and reputed Manufacturers / Developers of \_\_\_\_\_ having Factory / Development Centre at \_\_\_\_\_ do hereby authorize M/s \_\_\_\_\_ [Name and Address of Vendor] to submit a bid and sign the contract with you for the goods Manufactured / Products developed by us against the above Tender No CC/2/2015. We hereby extend our full Guarantee and Warranty as per the clauses of contract based on the Terms and Conditions of the Tender for the goods and services offered for supply by the above organization in response to your Tender.

Yours faithfully

Name of the Manufacturer / Developer

Authorized Signatory

Note:

This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the bidder in its bid.



**5.6 BILL OF MATERIAL CUM COMPLIANCE SHEET**

Following is the exhaustive bill of material with makes and part numbers. Further we abide ourselves by the compliances indicated as per the desired specifications.

<b>S No</b>	<b>Description</b>	<b>Make</b>	<b>Part Number if any</b>	<b>Quantity</b>	<b>Compliance (Yes/No)</b>

(Signatures)

Date:

Place:

Name:

Designation:

Seal

**5.7 PROFORMA COMMERCIAL BID**

5.7.1 We hereby quote our commercial offer as given below:

ITEM	Price	Price including Taxes

5.7.2 The Details of Earnest Money Deposit (If required):

Value	₹25,000/- (Rs Twenty Five Thousand only)
Demand Draft Number with Date	
Name and Branch of the Bank	

(Signatures)

Date:

Place:

Name:

Designation:

Seal