



**BHARAT SANCHAR NIGAM LIMITED
CHENNAI TELEPHONES**

BID DOCUMENT

**Tender for Supply of Low Count 4F OF Drop Cable
in South Area of BSNL Chennai Telephones**

**TENDER No. CHN/GM(S)/17-18/Ltd-T-01/Supply of 4F OFC Drop Cable dated
12.09.2017**

**GENERAL MANAGER (NWO-SOUTH)
BSNL CHENNAI TELEPHONES
40 – E, CIPET ROAD, TVK INDUSTRIAL ESTATE
GUINDY, CHENNAI – 600032.**

Certified that the tender contains 27 **Pages** only

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Signature & Seal of Bidder

CHN/GM(S)/17-18/Ltd-T-01/Procurement of 4F OFC Drop Cable

BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)
Office of the General Manager (NWO-SOUTH)
CHENNAI TELEPHONES

SECTION - I
NOTICE INVITING LIMITED TENDER

FOR
Supply of Low Count 4F OF Drop Cable

No. CHN/GM(S)/17-18/Ltd-T-01/Supply of 4F OF Drop Cable Dated 12.09.2017

Limited Tender (Wax /Tape) Sealed is invited from reputed and experienced manufacturers / authorized suppliers for the supply of **Low Count 4F OF Drop Cable in South Area of BSNL Chennai Telephones.**

Tender documents will be supplied from the office of ACCOUNTS OFFICER C & A SW, BSNL CHENNAI TELPHONES, No. 40E, CIPET ROAD, TVK INDUSTRIAL ESTATE, GUINDY, CHENNAI – 32 between 11:00 Hrs to 16:00 Hrs on all working days. Tender documents to the bidders registered with MSME / NSIC shall be issued at free of cost on producing the latest certificate. EMD also exempted for the bidders registered with MSME/NSIC subject to the documentary evidence of eligible limit for exemption. If the tender value of is more than their monetary limit for exemption, they are not entitled to get the tender document free of cost.

Description of the item	Supply of Low Count 4F OF Drop Cable for Providing last mile connectivity to FTTH customers in South Area of BSNL Chennai Telephones.
Approx. Qty	40 KM
Specification of the item	As per Section III Part B
Cost of Tender Document (Non Refundable)	Rs. 590/- (Rupees Five Hundred and Ninety only) [Inclusive of 18% GST]
Estimated Cost of Tender	Rs. 8,50,000/- (Rs. Eight Lakh Fifty Thousand only)
Bid Security	Rs. 17,000/- (Rs. Seventeen Thousand only)
Duration of contract	One year from the date of agreement. The period is extendable with mutual consent on the same terms & conditions at the approved rates up to six months , whichever is earlier.
Security Deposit	5 % of the total cost of the tender
Sale of tender documents	Between 11:00 Hrs to 16:00 Hrs From 12-09-2017 To 27-09-2017 (Except on Sundays & Holidays)
Time & last date of submission of Bid	Up to 14.30 Hrs on 27-09-2017
Time of Bid opening	At 15.00 Hrs on 27-09-2017
Place of opening of Tender at	O/o The Assistant General Manager (DLC South), 1st Floor, BSNL Telephone Xge Bldg., No 79, GST Road, Chrompet Chennai – 600 047

Signature & Seal of Bidder

CHN/GM(S)/17-18/Ltd-T-01/Procurement of 4F OFC Drop Cable

Note: Sample of tender item should be submitted on or before opening of tender failing which Tender offer shall not be considered.

- (1) The competent authority reserves the right to accept or cancel any or all of the tenders without assigning any reasons whatsoever and is also not bound to accept the lowest rate.
- (2) The sealed envelope containing the tender documents should be super-scribed with “**Tender for Supply of Low Count 4F OF Drop Cable in South Area of BSNL, Chennai Telephones**”
- (3) The tender is to be dropped in the tender box kept in the chamber of the O/o The AGM (DLC South), 1st Floor, Chrompet Telephone Exchange Bldg, No 79, GST Road, Chrompet, Chennai-600047. Any tender not conforming to the terms and conditions and specifications mentioned in the tender documents is liable to be rejected.
- (4) In case the opening date of the tender happens to be holiday / bandh Tender will be opened on the next working day
- (5) The tender/bid document can be downloaded from our website www.chennai.bsnl.co.in and application made on such a form shall be considered valid for participating in the tender process. However, at the time of submission of bids, the cost of the tender document of Rs. 590/- (Rupees Five Hundred and Ninety only) [Inclusive of 18% GST] should be paid in the form of crossed demand draft as mentioned above and should be kept in the Technical bid cover. Cost of the bid document is neither transferable nor refundable

**Assistant General Manager (DLC South)
CHENNAI TELEPHONES.
Ph.22413030, 22411212 Fax No.22411213**

Signature & Seal of Bidder

SECTION-II

INSTRUCTIONS TO BIDDER

1 SEALED TENDER

- 1.1 Tenders shall be submitted in Wax / Tape sealed covers super-scribed prominently as: **“Tender for Supply of Low Count 4F OF Drop Cable in South Area of BSNL Chennai Telephones”** and addressed to Assistant General Manager (DLC South), 1st Floor, Chrompet Telephone Exchange Bldg, No 79, GST Road, Chrompet, Chennai-600047 hereinafter referred to as the DESIGNATED OFFICER. Tenders received without proper sealing are liable to be rejected.
- 1.2 DUE DATE AND MODE OF SUBMISSION
Tenderer shall ensure that the sealed tender reach the Designated Officer on or before **14.30 Hrs. on 27.09.2017** by depositing in the sealed Tender Box kept in the office of the Designated Officer. Tenders will not be accepted from the tenderers or from their representatives IN PERSON by the Designated Officer.

The first sealed cover super-scribed as **“Technical Bid”** shall contain the following components.

- a. Demand Draft for cost of bid document drawn in favour of BSNL, Chennai Telephones payable at Chennai in case of bid document downloaded from internet.
- b. Earnest Money Deposit as mentioned in NIT in the form of Demand Draft/ Pay Order. The bid without EMD is liable to be rejected.
- c. Valid MSME / NSIC Certificate (if Applicable) for the tendered item.
- d. Tender document in original duly filled in and signed by bidder.
- e. Copy of Shop / Firm registration with local body/ Govt. department.
- f. Documentary proof / certificate regarding manufacturer / authorized dealer for the tendered items.
- g. PAN CARD COPY.
- h. Valid Goods and Services Tax Registration Certificate No(s). or mention as unregistered dealer.
- i. A self-declaration along with the evidence that the bidder is not black listed.
- j. Photo Identity proof of bid signing authority.
- k. Undertaking for supply of tendered item as per specification.
- l. Certificate from all Directors / Partners / Proprietor regarding no near relative working in the units of BSNL.
- m. All supporting documents submitted must be self-attested by the bidder.
- n. Sample of item to be supplied along with factory test report in regards to specification from OEM.

The second sealed cover super-scribed as **“Financial Bid”** shall have the rates quoted by the contractor for each item shown in the **Price Schedule as per Section V**

Both the above sealed covers of “Technical Bid” and “Financial Bid” should be further kept in a single main envelope super-scribed as “Limited Tender Document for Supply of Low Count 4F OF Drop Cable in South Area of BSNL Chennai Telephones” under personal seal of the bidder and addressed to AGM (DLC South), 1st Floor, Telephone Exchange Bldg, No 79, GST Road, Chrompet, Chennai-600047 and deposited in the tender box on or before due date & time. All the three envelopes should be Wax / Tape sealed.

- 1.3 The Sealed Tenders will be opened at specified time & date as stated in NIT in the presence of the attending tenderers or their authorized representatives. Tenders received after the due date and time will not be entertained. No acknowledgment will be issued by BSNL Chennai Telephones

Signature & Seal of Bidder

SECTION-III
Part-A

A. SCOPE OF WORK

The successful tenderer has to supply **Low Count 4F OF Drop Cable** as per specifications mentioned at **Section-III Part-B** of the tender document, at the approved rate.

Signature & Seal of Bidder

SECTION – III
PART - B

B. TECHNICAL SPECIFICATIONS

SPECIFICATIONS of Low Count 4F OF Drop cable TO BE SUPPLIED;

Specification	Required Quantity
Warranty: 12 months	40 KM

The following parameters of the component parts of the cable are to be taken in to account while supplying the optical Fibre cables of required Fibre count. These parameters shall be checked during evaluation of the cables:

I. Cable Construction

Sr. No.	Cable Construction details	BSNL Approved Specifications
i	Number of fibres per tube	2 or 4
ii	Colour of fibre	4F: Blue, Orange, Green & Brown 2F: Blue & Orange
iii	Loose Tubes	1 No.
iv	Loose tube ID / OD	1.7 / 2.5 mm \pm 0.1 mm
v	Loose tube	White
vi	Peripheral strength member	1.0 \pm 0.1 mm FRP Rod/ARP Rod
vii	Peripheral Strength Member	Glass Yarn. The Glass yarn shall be 8kg/km (Min) to meet the 500N Tensile strength at 0.25% strain level.
viii	Outer Sheath Thickness	2.0 mm (Nominal) HDPE Black
ix	Over All Cable Diameter	7.0 \pm 0.5 mm
x	Cable weight	45.0 Kgs (Nominal) per km
xi	Cable length	2.0 Kms \pm 10%
xii	Printing details	As per customer requirement

II. Cable Mechanical Characteristics

Sr. No.	Description	BSNL Approved Specifications
i	Tensile strength	500 N
ii	Crush Resistance	2000 N
iii	Impact Strength	5 NM
iv	Torsion	\pm 360°
v	Minimum bend radius	Short Term 20 * D Long Term 24 * D

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III. Temperature Performance

Sr. No.	Description	BSNL Approved Specifications
i	Installation	-20°C to + 70°C
ii	Service	-10°C to +70°C
iii	Storage	-10°C to +70°C

IV. Attenuation

Sr. No	Description	BSNL Approved Specifications
i	At 1310 nm	$\leq 0.38\text{dB/Km}$
ii	At 1550 nm	$\leq 0.25\text{dB/Km}$
iii	Max. Span length	About 30m

V Functional requirements

1. The cable shall work in saline atmosphere and shall be protected against corrosion.
2. Cable shall be suitable and compatible to match with all optical accessories i.e FDMS, Splice Closure, Termination box, Splitters etc.
3. Undertaking stating that the optical and mechanical fibre characteristics shall not change during the life of the cable.

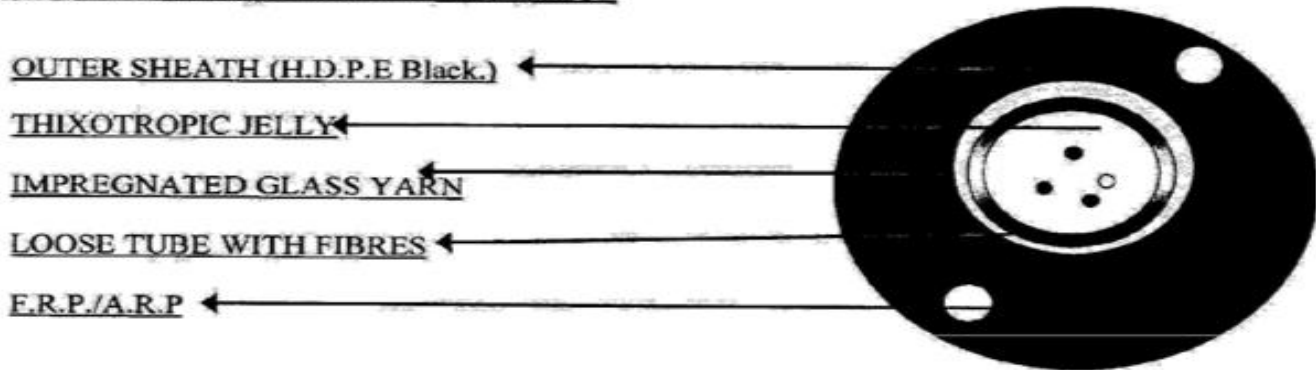
Signature & Seal of Bidder

VI. Technical requirements

1. The optical fibre used for manufacturing the cable shall be Single Mode Optical Fibre as per G.657A.
2. The fibre shall be source approved by CACT as per ORM GR No.TEC/GR/TX/ORM-01/04 SEP 2009 with latest Amendments.

VII. Cable construction

CROSS SECTIONAL VIEW OF THE CABLE



VIII. Raw Material used for manufacturing the cable

1. **Loose tube material** : Polypropylene / PBTP from CACT approved source against TEC ORM GR
2. **Filling compound**: THIXOTROPIC JELLY from CACT approved source against TEC ORM GR
3. **Peripheral strength member: Impregnated Glass Fiber yarn** : from CACT approved source against TEC ORM GR
4. **HDPE for outer sheath**: : from CACT approved source against TEC ORM GR
5. **Peripheral strength member: Two FRP/ ARP rods in diagonally opposite embedded in the outer HDPE sheath.**
6. **Rip Cord**

IX. Cable Mechanical Characteristics

1. Repeated bending test
2. Kink test
3. Cable bend test
4. Tests on loose tube
i) Embrittlement test ii) Kink test iii) Drainage
5. Check of easy removal of sheath
6. Cable bend test at high and low temperatures

3. Cable Bend Test: Diameter of the Mandrel used for testing shall be 20D.
6. Cable bend test at high and low temperatures: Diameter of the Mandrel used for testing shall be 20D

X. General

1. No fibre in the cable shall have any joint
2. Colour code: Blue, Orange, Green & Brown

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Signature & Seal of Bidder

3. Packing list

- 4. Cable shall meet the requirements of compatibility as per Cl.No.6.3.4 of latest issue Telecordia GR-20-Core.**

Note: i) For all Cable related tests, test methods and procedures of TEC GR No. GR/OFC-19/01 FEB 2009 for 1-12F Optical fibre cable for FTTH application shall be followed.

- ii) For Test methods for all Raw Material, TEC GR on Raw Material for Manufacturing OFC TEC/GR/TX/ORM-01/04 SEP 2009 with Amendment No.1 shall be followed.**

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**SECTION – III
PART – C**

C. SCHEDULE OF REQUIREMENTS (SoR)

S NO	GOODS / SERVICES	QUANTITY	UNIT OF MEASUREMENT
1	Low Count 4F OF Drop Cable	40	KM

Signature & Seal of Bidder

SECTION-IV

GENERAL INSTRUCTIONS TO BIDDER (GIB)

1 PRESCRIBED FORMAT ONLY

- 1.1 Tender offer shall be submitted in the prescribed format enclosed at Section V only.
- 1.2 Tender offers not adhering to the prescribed format are liable to be rejected.
- 1.3 Over-writing in the tender may render the tender **invalid**.
- 1.4 Corrections if any should be made after scoring out the old entry. The person authorized to sign the Tender should duly attest all the corrections with full signature and date.

2 SIGNING OF PAGES

All the pages of the tender document, including its annexure are serially numbered. Bidder / Authorized person signing bid has to sign with seal at the end of each page.

3 SIGNATORY FOR THE TENDER

Tender document shall be invariably be signed by the duly authorized representative of the firm / company tendering and the firm / company shall be responsible for the satisfactory completion of the tender. The signatory shall indicate the capacity in which he / she is signing the tender and enclose proof of being the authorized signatory of the firm / company, along with the tender.

4 ADDITIONAL/ AMBIGUOUS CONDITIONS Etc. NOT PERMISSIBLE.

Tenderers shall not stipulate any additional conditions other than those stipulated by this office in this tender and its annexure. If any tender contains such additional conditions which are at variance with the conditions of this tender or are in any way ambiguous or vague or uncertain or contains any price variation clause, the GM (NWO-South), BSNL CHENNAI TELEPHONES reserves the right to reject such tender summarily.

5 RATES

The bidder has to quote rates (Section V) inclusive of all taxes, levies, packing charges, freight charges, Goods and Services Tax, etc. The bills / invoices raised by the contractor for the supply of the material under the contract shall not be higher than the rates finalized under the contract and the finalized rates are fixed during the contract period.

6 TAXES, DUTIES, TOLLS, ETC.

The rate quoted in the prescribed format (Section V) shall include all levies and taxes, such as packing charges, freight charges, duties, transportation, and Goods and Services Tax, etc.

7 EARNEST MONEY DEPOSIT

- 7.1 Earnest money deposit as mentioned in Section 1 shall accompany the tender offer. The EMD shall be paid in the form of a Demand Draft / Pay Order drawn on any Nationalized Bank and made payable to the Accounts Officer C&A SW, BSNL Chennai Telephones, No 40E, CIPET Road, TVK Industrial Estate, Guindy, Chennai-32.
- 7.2 EMD will be refunded to the unsuccessful bidders after finalization of the tender, on production submission of an advance stamped receipt for the amount. No interest is payable on EMD.
- 7.3 EMD of the successful Bidder will be adjusted against the Security Deposit payable by him to the BSNL or shall be released on payment of requisite amount of Security Deposit in cash or in the form of Bank Guarantee / FDR issued by Nationalized Bank.

8 FORFEITURE OF EARNEST MONEY DEPOSIT

The Earnest Money will be forfeited if

- a. The tender is withdrawn by the bidder before its finalization.
- b. If the successful bidder does not accept the APO / AWO and/or does not submit PBG & sign the contract / agreement within the stipulated time.
- c. If successful bidder fails to supply the material within stipulated time frame.

Signature & Seal of Bidder

CHN/GM(S)/17-18/Ltd-T-01/Procurement of 4F OFC Drop Cable

9 ELIGIBILITY CRITERIA:

Bidders shall have to fulfil the technical specifications as per Section III Part B

10 PERIOD OF VALIDITY

a) Bid validity- 180 days

b) The tender offer shall be valid for six months from the date of FAT issued. GM(NWO-South),BSNL, Chennai Telephones reserves the right to extend the same beyond six months for another six months with the consent of the contractor on the same terms and conditions & rates of contract.

11 OPENING OF TENDER

Tenders will be opened at specified date & time as stated in NIT by the TOC in the office of the O/o The Assistant General Manager (DLC South), 1stFloor, Telephone Exchange Bldg, No 79, GST Road, Chrompet, Chennai-600047 in the presence of bidders or of their authorized representatives present at the time of opening of tenders. Not more than one representative per bid will be permitted.

12 RIGHT TO REJECT/ACCEPT

The GM (NWO-South), BSNL Chennai Telephones reserves the right to accept or reject any or all of the tenders in full or in part without assigning any reason.

13 EVALUATION:

All the Bids shall be technically evaluated for compliance to Section III Part B specification TEC Type Approval. Technically qualified bidder shall be considered for Financial Evaluation as per Column 15 of Section V (Price Schedule). The total value of all the items indicated in Section V will be taken as a single package for the purpose of evaluation. The total lowest cost of contract, calculated at the quoted rates by bidders, will decide L1 bidder.

14 SELECTION OF CONTRACTOR

Full quantity of Purchase Order under contract will be awarded to L1 (lowest) bidder. On selection of the successful tenderer, hereinafter called the contractor, a letter for provisional acceptance letter (PAL) will be sent to successful bidder. BSNL is not bound to award contract at the lowest quoted rate received in the bid offer and reserves the right to decide on fair and reasonable rate of the material tendered and counter offer the same to the eligible bidders. In case L1 refuses the PAL counter offer will be awarded to L2, L3,etc in full quantity at L1 rate.

15 SECURITY DEPOSIT

a. The successful tenderer shall have to pay a Security Deposit equal to 5% of the total cost of tender calculated at L1 Rate required to be submitted as Security Deposit within 14 days of issue of letter of intent. The EMD deposited by the successful bidders shall stand converted as a part of Security deposit. The balance amount of Security Deposit after adjusting EMD can be paid in the form of Bank Guarantee (which shall be valid for 30 months) from a scheduled bank as per the specimen in Section 7 within 10 days upon intimation. The balance amount of Security deposit after adjusting EMD can also be submitted in the form of crossed demand draft drawn in favour of BSNL-CHENNAI TELEPHONES issued by a schedule bank and payable at Chennai.

16 AGREEMENT

Submission of tender offer in response to this NIT will be deemed to be as the acceptance by the tenderer of all terms and conditions of the tender document. Successful bidder has to enter into an agreement with BSNL, Chennai Telephones within seven days of issue of PAL. The agreement is as per Annexure IV.

Signature & Seal of Bidder

17 ISSUE OF PURCHASE ORDER

Purchase orders will be issued to the contractor by AGM (DLC South), BSNL, Chennai Telephones as per requirement. The successful contractor shall have to supply the materials within **04 (Four) weeks** time from the date of issue of purchase order.

18 INSPECTION AND TESTS

- 18.1 The Purchaser or its representative shall have the right to inspect and test the goods for their conformity to the sample supplied along with technical bid.
- 18.2 Should any inspected or tested goods fail to conform to the sample specifications the purchaser may reject them and the supplier shall replace the rejected goods free of cost to the purchaser.

19 PENALTY FOR DELAY IN SUPPLY/NON- SUPPLY

- 19.1 The bidder, if, at any time fails to supply the materials within the time limit given as per purchase order or supply the materials partially or not as per specification, the penalty shall be imposed at the rate of half percent of Purchase Order value per day of delay of supply, which is limited to maximum of 10% of the purchase order value. And, if bidder fails to supply the ordered material as per purchase order issued, the SD paid by the bidder will be forfeited.
- 19.2 If the quality of the material supplied by the bidder is not found satisfactory, same is to be replaced by fresh material free of cost by the bidder. If the bidder fails to do so, the tender shall be terminated by serving 15 days notice with forfeiture of Security deposit and the contractor will be blacklisted for future work.

20 RIGHTS RESERVED BY BSNL

The acceptance of the tender rests with the GM (NWO-South), BSNL, Chennai Telephones who does not bind himself to accept the lowest tender and reserves the authority to reject the lowest or any or all the tenders without assigning any reason.

The GM (NWO-South), BSNL, Chennai Telephones also reserves the right to cancel the tender either fully or partially during the period of validity or desist from operating the tender without assigning any reason, if, in his opinion, there is a marked variation between the rates approved and the market rate and the purchase of Goods at approved rate is not in the interest of BSNL.

BSNL reserves the right to increase or decrease the quantity of material to be supplied by 25 %. The contractor shall not plead ignorance of any of the conditions of the tender and terms of the contract as excuse for unsatisfactory performance of the contract, in the case of compliance, with a view to evade any of his obligations under the contract.

GM (NWO-South), BSNL, Chennai Telephones also reserves the right to extend the validity of the tender beyond six months from the date of FAT if he so desires, in the interest of BSNL with the consent of tenderer. In such cases, the successful tenderer shall supply the material at the approved rates during the period of extension subject to overall scope of work awarded.

21 PAYMENT

- a) Bills are to be prepared in triplicate by the contractor and may be sent to the SDE (DLC South), O/o AGM DLC South, 1st Floor, Chrompet Telephone Exchange Building, No 79, GST Road, Chrompet, Chennai - 600047 along with advance stamped receipt.
- b) The SDE (DLC South), BSNL, Chennai Telephones, after verification, certification and passing the bills will forward the bills to Accounts Officer (Works), O/o the GM (NWO-South), BSNL, Chennai Telephones for approval and payment.

Signature & Seal of Bidder

22 WARRANTY

The material supplied shall be new and free from all defects and faults in material used, workmanship and manufacture and shall be of good grade and in conformity with specifications. Low Count 4F OF Drop Cable supplied shall have the warranty for **12 Months** from the date of supply. Supplier has to replace the faulty O F Cable with new O F Cable during warranty period (12 months). All the cost / expenditure for replacement will be borne by supplier.

23 DISQUALIFICATION

The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the units of BSNL Chennai Telephones. In case of proprietorship firm, certificate will be given by the proprietor. For partnership firm, certificate will be given by all the partners and in case of limited company, by all the Directors of the company excluding Government of India/ Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state and full time Directors of PSUs both state and central. Any breach of this condition by the company or firm or any other person, whenever it is noticed at any stage, the tender shall be cancelled and Bid Security shall be forfeited and BSNL will not pay any damage to the company or firm or the concerned person.

The Company or firm or the person shall also be debarred for further participation in the tender.

The term near relatives means (i) Members of a Hindu undivided family. (ii) husband and wife (iii) The one is related to the other in the manner as father, mother, son(s) Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law). The awarded work shall be cancelled if any of the above conditions are violated and for the consequential losses, if any, to the successful tenderer, the BSNL is not responsible.

24 BSNL will not have obligation:-

- i. No liability whatsoever for payment of wages/salaries, other benefits and Allowances to contractor's personnel that might become applicable under any Act or Order of the Govt. in this regard and the contractor shall indemnify BSNL against any / all claims which may arise under the provisions of various Acts, Government Orders etc. and any breach of such laws or regulations, shall be deemed to be breach of this contract. Contractor shall have to follow labour laws and all other statutory rules and regulations.
- ii. No direct or indirect liability arising out of such negligent, rash and impetuous Driving / misconduct which is an offence under section 29 of IPC and any loss caused to BSNL have to be suitably compensated by contractor.
- iii. Not be responsible for theft, burglary, fire or any mischievous deeds by his staff.
- iv. Contractor shall be the employer for his workers/labours and BSNL will not be held responsible fully or partially for any dispute that may arise between the contractor and his workers.

25 ARBITRATION

- i. Except as otherwise provided elsewhere in the contract, in the event of any disputes/ controversy or differences arising out of or relating to this agreement or the breach, termination or invalidity thereof between the parties, such party or parties shall make a request to the other party or parties to amicably settle such differences or disputes and the parties shall thereupon make every effort to settle the same amicably.

Signature & Seal of Bidder

CHN/GM(S)/17-18/Ltd-T-01/Procurement of 4F OFC Drop Cable

- ii. Where the parties are unable to settle the disputes through conciliation, the same shall be referred to sole arbitration of the General Manager (South) / Chief General Manager, BSNL, Chennai Telephones for referral of such disputes to a sole arbitrator (chosen from the names(s) provided by BSNL), to be mutually decided by the parties, as per the provisions of the Arbitration and Conciliation Act, 1996, any amendment thereof and any notification issued or rules made there under from time to time. In case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the functions of the General Manager (South) / Chief General Manager, BSNL, Chennai Telephones or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the GM(South)/CGM, BSNL, Chennai Telephones, or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the GM(South)/CGM, BSNL, Chennai Telephones or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996.
- iii. The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to aforesaid arbitration and conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- iv. The venue of the arbitration proceeding shall be the Office of General Manager (South) / Chief General Manager, BSNL, Chennai Telephones at Chennai or such other place as the arbitrator may decide

The Award of the sole Arbitrator shall be final and binding on all the parties to the dispute.

26 LEGAL JURISDICTION:

All legal disputes are subject to the jurisdiction of Courts at Chennai only.

Signature & Seal of Bidder

SECTION V
Price Schedule for Indigenous Supply

Sl.	D E T A I L S		Q U O T E
1	Item Description		4F OF Drop Cable
2	Total Quantity		40 KMs.
3	Basic Unit Price Excluding All Taxes & Charges for 1 KM.		
4	F F p a k i n g	Rate in %	
5		Amount in Rs.	
6	G S T (Rate in % and Amount in Rs.)	C G S T	Rate in %
7			Amount in Rs.
8		S G S T	Rate in %
9			Amount in Rs.
10		I G S T	Rate in %
11			Amount in Rs.
12	All Inclusive Unit Cost in Rs. [(3+5+7)+9 or 11]		
13	Amount of Input tax Credit (ITC) to be availed by BSNL in Rs. (7+9 or 11)		
14	Unit Price Excluding ITC Amount (Net Unit Cost to BSNL) in Rs. [3 + 5]		
15	Total Price Inclusive of All Levies & Charges Excluding ITC (2 x (3 + 5) in Rs.		
16	H S N Code (for Goods)		
17	S A C Code (for Services)		

Signature & Seal of Bidder

Notes For Bidder

- 1. The Bidders must mandatorily quote for all GST Components (CSGT, SGST and IGST) as required.**
- 2. The Bidder who submits the offer with concessional GST shall submit the proof of applicable concessional GST.**
- 3. In case, the concessional GST is creditable to BSNL. It should be included in the price of the Goods or Services.**
- 4. Incase, the dealer is registered under compounding scheme or any Rule / Notification, where the BSNL is not eligible for Input Tax Credit, then the Bidder should not disclose any amount in column 6 to 11 and 13.**
- 5. Percentage rate of FF and Packing should be shown on Basic Unit Price excluding all Taxes and Charges (i.e as % of Column 4).**
- 6. The FF and Packing amount quotes shall not be subject to change after the Bid evaluation / ordering on account of change of base price, changes in Duties and Taxes of item etc.**
- 7. Bidder must mandatorily mention HSN / SAC Code.**

DECLARATION BY BIDDER

We hereby declare that in quoting the above prices, we have taken in to account the entire credit on inputes available under the GST Act introduced with effect from 01.07.2017 and further extended on more items till date.

We also certify that HSN / SAC Codes shown Column 16 / 17 are correct and credit of GST for the Amount shown in Column 13 above are admissible as per GST laws.

Signature & Seal of Bidder

ANNEXURE-I

Declaration and Undertaking

I/We declare:-

- 1) That I or any of my partner am/is neither working in any capacity in BSNL Chennai Telephones or anywhere in the Department of Telecommunications including MTNL, Mumbai/New Delhi/ BSNL nor I am/is removed / dismissed from service of DOT/MTNL, BSNL.
- 2) That none of my near relative are working in any capacity in BSNL Chennai Telephones or anywhere in the Department/dissmised from service of DOT/MTNL

Relative Clause & non-Blacklisting of firm Certificate: (Pl refer Clause 27, Annexure – I)

“I..... s/o..... r/o.....
having firm Name.....hereby certify that none of my relative(s) as defined in the tender document is / are employed in BSNL unit and myself / my firm is not blacklisted by BSNL anywhere in India as per details given in tender document. In case at any stage, it is found that the information given by me is false/ incorrect, BSNL shall have the absolute right to take any action as deemed fit / without any prior intimation to me”.

- 3) That in case of change of partner or change in constitution of the firm. I shall abide by the conditions of the contract and shall bring any change to the knowledge of the GM (NWO-SOUTH), BSNL, Chennai Telephones immediately.
- 4) i) That I/We shall intimate the names of persons working in DOT / BSNL / MTNL related to our employees who are working with me/us in any capacity or are subsequently employed by me / us
ii) That none of employees is a removed/dissmised employee of either any unit of DOT/BSNL/MTNL
- 5) That I / We am/are aware that any breach of the condition would render the contract liable for termination along with cancellation of any either existing contracts or forfeiting of my/our Earnest Money Deposit / Security Deposit held by the GM (NWO-SOUTH), BSNL, Chennai Telephones.
- 6) We hereby declare that the firm namely M/s..... has not been **blacklisted or debarred** in the past by BSNL/MTNL/DOT/ any other Government or Semi Government organization from taking part in Governments tenders. In case the above information found false I/We are fully aware that the tender/contract will be rejected/cancelled and EMD/ Security Deposit shall be forfeited.
- 7) If at any time, it is found that the information given in the above section is incorrect/incomplete the contract is liable to be terminated without assigning any reason and SD shall be forfeited and legal action shall be initiated without any prejudice to the rights of the BSNL to debar the firm from entering into future contracts.
- 8) I / We declare that no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on the website

Signature & Seal of Bidder

9) Certified that:

1. I/ We have read, understood and agree with all the terms and conditions, specifications included in the tender documents & offer to execute the supply at the rates quoted by us in the tender form.
2. If I/ We fail to enter into the agreement & commence the Supply in time, the EMD/ SD deposited by us will stand forfeited to the BSNL.

10) Undertaking for supply the material as per specification

I/ We hereby undertake to supply the material as per specifications given under the document. In case at any stage, it is found that the material given by me is not as per specification, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation to me.

Place:-
Date: -

Sign:-
Name:-

Signature & Seal of Bidder

ANNEXURE-II

BANK GUARANTEE PROFORMA

Whereas General Manager (NWO-South), BSNL, Chennai Telephones (hereafter referred to as BSNL) has issued an AWO no.Dated/...../20..... awarding the work of to M/sR/o..... (hereafter referred to as "Bidder") and BSNL has asked him to submit a performance guarantee in favour of BSNL, Chennai Telephones of Rs./- (hereafter referred to as "P.G. Amount") valid up to/...../20..... (hereafter referred to as "Validity Date")

Now at the request of the Bidder, WeBank Branch having (Address) and Regd. office address as (Hereinafter called 'the Bank') agreed to give this guarantee as hereinafter contained:

2. We, "the Bank" do hereby undertake and assure to the BSNL that if in the opinion of the BSNL, the Bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the BSNL the said sum limited to P.G. Amount or such lesser amount as BSNL may demand without requiring BSNL to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.
3. Any such demand from the BSNL shall be conclusive as regards the liability of Bidder to pay to BSNL or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and BSNL regarding the claim.
4. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.
5. The Bank further agrees that the BSNL shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by BSNL against the Bidder and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of BSNL or any indulgence by BSNL to Bidder or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.
6. Notwithstanding anything herein contained;

Signature & Seal of Bidder

CHN/GM(S)/17-18/Ltd-T-01/Procurement of 4F OFC Drop Cable

(a) The liability of the Bank under this guarantee is restricted to the P.G. Amount and it will remain in force up to its Validity date.

(b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.

7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "BSNL, Chennai Telephones" payable at Chennai.

8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place:

Date:

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation: Complete

Postal address of Bank:

.....

Telephone Numbers Fax

numbers

Signature & Seal of Bidder

ANNEXURE-III

Tenderer / Bidder's Profile & Questionnaire
(To be filled in and submitted by the bidder)

A Tenderer's Profile

1. Name of the Individual/ Firm:
2. Present Correspondence Address
.....
Telephone No: Mobile No: FAX No.....
3. Address of place of Works/ Manufacture
.....
Telephone No Mobile No:
4. State the Type of Firm: Sole proprietor-ship/partnership firm /
(Tick the correct choice): Private limited company.
5. Name of the sole proprietor/ partners/ Director(s) of Pvt. Ltd Co.:

S. No.	Name	Father's Name	Designation
1.			
2.			
3.			

6. Name of the person authorized to enter into and execute contract/ agreement and the capacity in which he is authorized (in case of partnership/ Private Ltd Company):
.....
7. Permanent Account No. :
8. Details of the Bidder's Bank for effecting e-payments:
 - a Beneficiary Bank Name:
 - b Beneficiary branch Name:
 - c IFSC code of beneficiary Branch:
 - d Beneficiary account No.:

Signature & Seal of Bidder

CHN/GM(S)/17-18/Ltd-T-01/Procurement of 4F OFC Drop Cable

9. Whether the firm has Office/ works (i.e. manufacture of the tendered item) in Chennai? If so state its Address

B) Questionnaire

1 Do you think any other detail/ material is required to complete the work specified in the specification? Yes/ No.

1 If Yes, Give details

2. Do you think any other item of work need be included in tender form to complete the work specified in the specification? Yes/ No.

2.1 If Yes, Give details

3. Kindly indicate the maximum Quantity of tendered material which you are capable of supplying within the scheduled delivery period.

Name of the tendered Item	Qty that can be supplied by the firm within scheduled delivery period.

4. Suggestion for improvement of the tender document.

.....

Place.....

Signature of contractor

.....

Date

Name of Contractor

Signature & Seal of Bidder

ANNEXURE – IV

AGREEMENT

The agreement made on this.....day of 2017, between M/s....., here in after called “The Contractor” (which expression shall unless excluded by or repugnant to the context, include its successors, heir, executors, administrative representative and assignees) of the one part & the Bharat Sanchar Nigam Limited here in after referred to as the BSNL, of other part.

Whereas the contractor has offered to enter into contract with the BSNL for the Supply of Low Count 4F OF Drop Cable in South Area of BSNL Chennai Telephones on the terms and conditions herein contained along with that mentioned in tender document and the rates approved by the BSNL Chennai Telephones (copy of the rates annexed) have been duly accepted and where as the necessary security deposits have been furnished in accordance with the provisions of the tender document and whereas no interest will be claimed on the security deposits.

Now these presents witness and it is hereby agreed and declared by and between the parties to these presents as follows.

- 1) The contractor shall, during the period of this contract that is to say from to or completion of work whichever is earlier or until this contract shall be determined by such notice as is hereinafter mentioned, safely carryout the work as per work order issued and as per terms & conditions of contract, by means of labours / drivers employed at his own expenses and by means of vehicles, tools, instruments and equipments etc. to be supplied by him to his labour/ personnel at his own expense. It is understood by the contractor that the quantity of work mentioned on the schedule is likely to change as per actual requirements of BSNL.
- 2) The NIT (notice inviting tender), Bid document, Provisional Acceptance Letter, approved rates, annexed hereto and such other additional particulars, instructions, work orders as may be found requisite to be given during execution of the work shall be deemed and taken to be an integral part of the contract and shall also be deemed to be included in the expression “The Agreement” or “The Contract” wherever herein used.
- 3) The contractor shall also supply the requisite number of workmen with means & materials, tools, appliances, machines, vehicles for transportation, cartage, loading-unloading, etc., required for the proper execution of contract within the time prescribed in the purchase orders.
- 4) The contractor hereby declares that none of his relatives is/are employed in BSNL unit. In case at any stage it is found that the information given by him is false/incorrect, BSNL shall have the absolute right to take action as deemed fit without any prior intimation to contractor.
- 5) The contractor shall abide by the terms and conditions, rules, guidelines, safety precautions etc, stipulated in the Bid document including any correspondence between the contractor and the BSNL having bearing on execution of supply and payments against the supply to be done under the contract.

In witness whereof the parties present have here into set their respective hands and seals on the day ofmonth in the year

In the presence of;

Witness:

1. _____

2. _____

Witness:

1. _____

2. _____

Signed with Seal by Contractor

Signed with Seal on behalf of the
Bharat Sanchar Nigam Limited

Signature & Seal of Bidder

CHN/GM(S)/17-18/Ltd-T-01/Procurement of 4F OFC Drop Cable

Excise Details:

Excise reg. no. :

Excise Range :

Excise Division :

Excise Commissionerate :

Payment Transaction/Bank Details:

Bank Country :

Bank Name :

Bank Address :

Bank A/c No :

Bank IFSC :

Account holder's Name :

Type of Account : Savings(10) Current(11)

SWIFT Code (for Foreign Vendors) :

IBAN (for Foreign Vendors) :

(Enclose a blank Cheque / a photocopy of the Cheque to verify A/c No. & Bank details)

Industry Status:

Micro/ SSI Status : Yes No

1. I/We hereby authorize BSNL to make all payments to us by cheque /direct credit to our bank account details which are specified above.
2. I/We hereby authorize BSNL to deduct bank charges applicable for such direct bank payments.

- Note:
1. If PAN is not provided, TDS @20% will be deducted wherever applicable.
 2. If Excise Registration/Service Tax Registration/VAT Registration Number is not provided, then the taxes will not be paid wherever applicable.
 3. If Bank Particulars are not provided, the payment will be made by Cheque only.
 4. If the relevant documents for Micro/SSI status are not provided, then the relevant exemptions will not be given.

Company / Vendor Authorized Signatory / Designation Date: Company Seal

(For Office Use)

Vendor Account Group : Payment Method :

TDS Type - Invoice : TDS Code - Invoice :

Checked by:	Authorized by (Finance)	SAP Vendor Master Created on	SAP Vendor Code

Signature & Seal of Bidder