

of the item covered in order as LD per week or part thereof subject to a maximum of 5% (Five Percent) which you unconditionally and expressly agree to unless extension is obtained in writing from the office on valid ground before expiry of delivery period.

22. **Risk Purchase:** If the deliveries are not maintained and due to that account BNPM is forced to buy the material at your risk and cost from elsewhere after due notice to you, the loss or damage that may be sustained there by will be recovered from the defaulting supplier.
23. **Payment terms:** 100% (Hundred Percent) within 30 (Thirty) days on successful supply, installation & commissioning of telephone cable at BNPM Plant, Mysore and on production of all required documents by the supplier. NEFT/RTGS details shall be furnished along with the Original Invoice.
24. **Settlement of Disputes through Arbitration:** All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after their completion except accepted matters shall be settled through arbitration process as per the Arbitration & Conciliation Act, 1996. The venue of arbitration shall be Mysore, Karnataka
25. **Legal Jurisdiction:** The Courts of Mysore (Karnataka State) shall alone have jurisdiction to decide on any legal matter of dispute whatsoever arising out or in respect of the contract.
26. **Force Majeure:** In the event of any unforeseen event directly interfering with the supply of stores arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the Contractor shall, within a week from the commencement thereof, notify the same in writing to the Purchaser with reasonable evidence thereof. Unless otherwise directed by BNPM in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the force majeure condition(s) mentioned above be in force for a period of 90 days or more at any time, either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract prior to such termination.
27. **Fore-Closure Clause:** If at any time during the continuation of this contract, the use of material ordered in this contract is completely banned or due to drastic change in Government policy its use as, raw material is discontinued or is declared hazardous to public health or cause rising to civil commotion, epidemics, wide-spread strikes and 21 days' notice of such eventualities is given by purchaser to the seller, the seller without any right to enforce the contract, will agree to the fore-close the performance of balance portion of this contract and in that event no claim for damages or loss will be lodged against the purchaser.
28. **Rights of Rejection:** BNPMIPL reserves the right to reject any or all the applied bids without assigning any reason whatsoever. The enquiry can be rejected on national security grounds.
29. **Preference for Micro and Small Enterprises (*MSEs):** Public procurement policy for Micro and Small Enterprises (MSEs) order, 2012 as notified by Govt of India (GOI) along with its amendments as available in www.msme.gov.in shall be applicable to this tender.

I/we engage to supply the material(s) to your engineering store, BNPMIPL and comply the following:

1. Tender schedule and technical specification indicated.
2. Item/tender specific conditions for this tender.
3. Terms and conditions enclosed.
4. I/we confirm that set off for the GST, etc. Paid on the inputs have been taken into consideration in the above quoted price and further agree to pass on such additional duties as sets offs as may become available in future under GST, etc.
5. This offer is valid for 90 (Ninety) days from the date of opening of the tender.
6. That we have not been debarred by BNPMIPL/BRBNMPL/SPMCIL and any other Government/Undertakings (Annexure-B enclosed)

Signature & Seal Place & Date:		Name of Authorized Signatory:	
Address:		Tel. No./Fax. No./Mobile No. Email Id:	



Section III; Technical Specification

List of Requirement:

S. No	Item Description	Tentative Qty. (with unit) Nos	Remarks
1	10 Pair 0.5 mm jelly filled armoured Telephone cable	500 Mtrs.	01 Year Warranty
2	10 pair krone box	02 Nos.	
3	Cabling & Termination work as per scope (from Technical Building Server Room till Mini Press Lift Room) and following safety protocols of the company	01 Lot	

Scope of Work:

Specific Requirements for Cable Laying and terminating

This specification covers the requirement of supply, installation and commissioning of Voice network loop to an extended location. The supply and installation of Cable, krone box and associated consumables shall comply with standard make.

The scope of work is to provide the Analog phone connectivity at an extended location by laying and terminating the 10 pair armoured telephone cable to the Krone box from existing EPABX of the Company.

Scope of work:

- Cabling from Technical Building (EPABX Room) till Mini Press Lift room (Second Floor) is required to facilitate the Analog telephone connectivity in Mini Press Lift.
- Vendor is required to do a site visit to get the understanding for the physical route, cabling methodology, scope of cabling, manpower requirement to complete the task.
- 10 pair telephone cable should be terminated from both sides of krone placed in krone box.
- Punching of all the cables from Krone to Cross patch panel is also under vendor Scope.
- Any other items not specifically listed above but required to complete the cabling as well to meet the requirements in the tender shall be provided by Vendor.
- Civil works such as drilling, excavation, wall cut-outs for the cable trays, floor Trenching (wherever required) etc. and rectifying the same shall be in scope of contractor.
- For the cable to be routed in the cable tray on the pipe rack, as there are pipelines & cables on the existing pipe rack, vendor should take utmost care, during the work execution on pipe rack.
- Suitable termination accessories/ Connectors shall be provided for terminating in patch panel. All necessary cable terminating accessories shall be included in the Vendor scope of supply.

(To be signed & stamped and submitted along with Techno-commercial Bid Part -I)

SECTION IV: QUALITY CONTROL REQUIREMENTS & COMPLIANCE STATEMENT

1. **Quality:** Quality is essence of this tender. The bidder shall supply the material as per the specifications mentioned in Technical & Material Specifications. The material supplied will be inspected at our factory. Quantity as ascertained on receipt of above material at our site will be treated as quantity supplied wherever the package/materials are received intact.
2. **Rejection:** Materials not meeting our specification will be rejected outright and the rejected material shall be taken back within 7 days at the cost and risk of the supplier and replacement should be made within 15 days from the date of intimation. No payment shall be made for rejected item.

A) Technical Compliance Statement:

S. No	Item Description	Requirement	Whether agreed by the bidder	Deviation if any
1	10 Pair 0.5mm jelly filled armoured telephone cable	Make: D-Link/Tyco/Digi link/Finolex/Crestron		

B) Commercial Compliance Statement

Sl. No.	Features	Requirements of BNPMIPL, Terms & conditions	Whether Agreed by the firm	Deviation, if any
1	Payment Terms	As mentioned in Section II	Yes agreed	
2	Liquidated Damages	As mentioned in Section II	Yes agreed	
3	Risk Purchase	As mentioned in Section II	Yes agreed	
4	Delivery Schedule	As mentioned in Section II	Yes agreed	
5	No. of pages	Total number of pages in Technical Bid		

ANNEXURE -A

Any bidder from a country which shares a land border with India will be eligible to bid in the tender only if the bidder is registered with the Competent Authority (The Registered Committee constituted by the Department for Promotion of Industry and Internal Trade)

- I) Bidder means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms, or companies), every artificial judicial person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person participating in a procurement process.
- II) "Bidder from a country which shares a land border with India" for the purpose of this order means:-
- a) An entity incorporated, established or registered in such a country; or
 - b) A subsidiary controlled through entities incorporated, established or registered in such a country, or
 - c) An entity substantially controlled through entities incorporated, established or registered in such a country, or
 - d) An entity whose beneficial owner is situated in such a country; or
 - e) An India (or other) agent of such an entity; or
 - f) A natural person who is a citizen of such a country; or
 - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- III) The beneficial owner for the purpose of (iii) above will be as under :-
- 1) In case of a company or limited liability partnership, the beneficial owner is the natural person (s), who, whether acting alone or together, or through one or more judicial person, has a controlling ownership interest or who exercise control through other means.

Further explanation:

- a) "Continuing ownership interest" means ownership of or entitlement to more than twenty five per cent of shares or capital or profits of the company;
 - b) "Control" shall include the right to appoint majority of the director or to control the management or policy decision including by virtue of their shareholding or management rights or shareholder agreements or voting agreements;
- 2) In case of partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more judicial person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- 3) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who , whether acting alone or together, or through one or more judicial person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- 4) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5) In case of a trust, the identification of beneficial owners(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership

IV) An agent is a person employed to do any act for any another, or to represent another in dealings with tired person.

V) The successful bidder shall not be allowed to sub contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

vi) A bidder is permitted to procure raw material, components, sub-assemblies etc. from the vendors from countries which shares a land border with India. Such vendors will not be required to be registered with the competent authority, as it is not regarded as sub-contracting.

vii) However, in case a bidder has proposed to supply finished goods procured directly/indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the competent authority.

I have read the above clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I hereby certify that M/s is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that M/s fulfills all requirements in this regard and is eligible to be considered." (where applicable, evidence of valid registration by the Competent Authority shall be attached)

I, the undersigned, declare that the item originate in (Name of the country).

Signature _____

Name-----

Designation-----

Date-----

Stamp of the Organization-----

Authorized Signature with stamp & date



ANNEXURE -B

e-Tender No: BNPM/OTE/CABLE LAYING/0723/2022-23 dated 04.01.2023

(To be submitted on the letterhead)

DECLARATION

We do hereby declare that,

1. We have not been blacklisted/ debarred by BNPMIPL/ BRBNMPL/ SPMCIL or any Govt. Departments. The information provided above is correct and true to the best of my knowledge and belief.
2. We do hereby declare that we have read and understood all terms and conditions of tender document including Technical Specification, Quality Control Criteria and confirm to abide to those conditions without any counter conditions.
3. The director/proprietor of the bidding firm are not closely related to BNPMIPL.

In case, at any time the information furnished is found to be false, you may disqualify/ debar me/ us as deemed fit.

Signature _____

Name-----

Designation-----

Date-----

Stamp of the Organization-----



ANNEXURE C

e-Tender No: BNPM/OTE/CABLE LAYING/0723/2022-23 dated 04.01.2023

(To be submitted on the letterhead)

We, the undersigned, declare that we will automatically be suspended from months, if we are withdrawing our Bid during the period of bid validity (or) fail / refuse to furnish the performance security / execute the contract, if awarded.

Signature _____

Name-----

Designation-----

Date-----

Stamp of the Organization-----



SECTION V: PRICE BID FORMAT (TO BE FILLED ONLINE THROUGH E-TENDER PORTAL)

Dear Sir,

Sub: Price bid for Supply, Installation & Commissioning of Telephone Cable Laying at BNPM Plant, Mysore

Ref: Tender No: BNPM/OTE/CABLE LAYING/0723/2022-23 dated 04.01.2023

We have received and understood the above tender enquiry and are pleased to submit our price bid as under:

Sch. No.	Description	UOM	Qty	HSN/SAC	Basic Unit price (INR)	P&F, Freight & Transit Insurance & any other charges (if any) per unit (INR)	Unit Price (incl. of P&F, Freight, Transit Insurance & any other charges (if any) excl. of GST) (INR)	GST (%)	GST on Unit Price (INR)	Total Unit Price (incl. of GST) (INR)	Less: Input Credit (GST) (INR)	Effective Unit Price (net of input tax credit) (F.O.R Mysore) (INR)	Total Effective price (net of input tax credit) (F.O.R Mysore) (INR)
			A		B	C	D=B+C	E	F=D*E	G=D+F	H=F	I=G-H	J=I*A
1.	10 Pair 0.5 mm jelly filled armoured Telephone cable	Mtrs	500										
2.	10 pair krone box	Nos	02										
3.	Cabling & Termination work as per scope (from Technical Building Server Room till Mini Press Lift Room) and following safety protocols of the company	Lot	1										

Total effective price (net of input tax credit) for Telephone Cable Laying with freight, P&F, Transit Insurance and any other charges (F.O.R – BNPM, Mysore site) in Figures (INR)	X
Total effective price (net of input tax credit) for Telephone Cable Laying with freight, P&F, Transit Insurance and any other charges (F.O.R – BNPM, Mysore site) (in words) (INR)	
Total price for Telephone Cable Laying (incl. of freight, P&F, any other charges and GST) on F.O.R – BNPM Plant, Mysuru basis (INR) (in figures)	
Total price for Telephone Cable Laying (incl. of freight, P&F, any other charges and GST) on F.O.R – BNPM Plant, Mysuru basis (INR) (in words)	

Note: Prices quoted above shall be FOR BNPM, Mysore site basis inclusive of GST, Packing & Forwarding charges, freight, transit insurance and all other charges if applicable less input GST. Effective price shall be considered for arriving the lowest responsive bidder. However, PO price shall be inclusive of all charges on DAP BNPM, Mysore.

The method of evaluation of bids for awarding the contract shall be on consolidated grand total offered by the bidder(s) for delivery of material up to BNPM, Mysuru.