

**TELECOMMUNICATIONS CONSULTANTS INDIA LTD  
KUWAIT**



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Fax: + 965 2476 6712.**

**Email: mmtech.tcilkwait@gmail.com**

No. TCIL/01/066/I/2010-KWT/RFO-132

Date: 19/08/2010

**To,**

**Sub:** Request for offer (RFO) for Supply of various sizes of G652D SM Loose Tube Duct type Optic Fiber Cables totaling 280 KMs to TCIL / Ministry of Communications, Kuwait.

**Ref:** TCIL/01/066/I/2010-KWT/RFQ-132 dated 19.08.2010.

Dear Sir,

Kindly find enclosed Request For Offer (RFO) for Supply of various sizes of G652D SM Loose Tube Duct type Optic Fiber Cables totaling 280 KMs to TCIL / Ministry of Communications, Kuwait.

The RFO contains the following:

- |             |                                     |
|-------------|-------------------------------------|
| Section – 1 | Notice Inviting Offer (NIO)         |
| Section – 2 | Mode of Submission of Offers        |
| Section – 3 | Terms and Conditions                |
| Section – 4 | Technical Specifications            |
| Section – 5 | Bill of Quantities & Price Schedule |

The offers shall be submitted in the Office of "Regional Director, TCIL, Building No:10, Block No: 4, Street No: 86, South Khaitan, Kuwait" on or before 18:00 Hrs, on 09.09.2010.

You are requested to kindly send your best offer with compliance to the terms and conditions stipulated.

Best regards,

Yours sincerely,  
For Telecommunication Consultants India Limited

(Rajesh Singh)  
OMR (Tech)

**SECTION – 1**

**NOTICE INVITING OFFER**

No. TCIL/01/066/I/2010-KWT/RFO-132

Date: 19/08/2010

Sealed offers are invited from eligible / experienced bidders / firms / organizations / suppliers of Optic Fiber Cables for TCIL / MoC, Kuwait.

Documents are enclosed.

Complete set of documents is also available on TCIL's website:

<http://www.tcil-india.com>

The documents downloaded by the parties from the website shall be valid for participation in the process.

Eligibility Criteria:

- A) The bidder shall be manufacturer of Optic Fiber Cables.
- B) The bidder's average annual financial turn-over during last three years ending 31st March, 2009 should be at least USD 3.0 Million.
- C) The bidder should have the experience of having successfully completed similar work / suppliers during the last two years ending 30<sup>th</sup> April, 2010 should be either of following:
  - I. Two similar works / supply orders each costing not less than USD 0.15 Million.
  - II. One similar works / supply orders costing not less than USD 0.30 Million.
- D) The bidder shall have ISO certification.

Note: The bidder shall be required to produce supporting documents in respect of Eligibility Criteria.

Two part bid system shall be adopted, i.e. techno-commercial offer and Price offer.

TCIL reserves the right to accept or reject any or all the offers without assigning any reason.

(Rajesh Singh)  
OMR (Tech)

## **SECTION – 2**

### **MODE OF SUBMISSION OF OFFERS**

No. TCIL/01/066//2010-KWT/RFO-132

Date: 19/08/2010

Sealed offer shall be submitted in two separate envelopes.

**Envelope 1 superscribed as PART-I (Technical Bid) shall be contain the following:**

- a) Documentary evidence in respect of the eligibility criteria.
- b) Technical Offer
- c) A clause by Clause compliance to all terms and Conditions.

**Envelope 2 superscribed as PART-II (Financial Bid) shall contain the Price Bid Schedule.**

A single cover containing both the envelopes (i.e. Envelope 1 & Envelope 2 sealed separately) shall be addressed to:

Regional Director,  
Telecommunications Consultants India Limited  
Building No:10, Block No: 4  
Street No: 86, South Khaitan  
Kuwait.

Tel.No: +965 24723696  
Fax No; +965 24766712

All the three envelopes should be superscribed "Offer for Supply of Optic Fiber Cables for TCIL / MoC, Kuwait" and also "Do not open before 09.09.2010".

The name / designation of concerned officers who can be contacted are mentioned below:

- i. Rajesh Singh  
OMR (Tech)  
  
Tel.No: +965 24723696  
Mob: +965 65840130  
E-Mail: [mmtech.tcilkwait@gmail.com](mailto:mmtech.tcilkwait@gmail.com)
- ii. The inner and outer envelopes shall indicate the name and address of the party to identify the offer and to enable the offer to be returned unopened in case it is declared 'late' or 'rejected'.
- iii. The offers may be sent by the parties by Courier / Speed Post, with the envelopes marked as mentioned above.
- iv. Alternatively, offers may also be deposited by the parties at the Office of "Regional Director, TCIL, Building No:10, Block No: 4, Street No: 86, South Khaitan, Kuwait" within the due date and time.

Offers received through fax, e-mail or through open letter shall be ignored.

**END OF SECTION – 2**

**SECTION – 3**  
**TERMS AND CONDITIONS**

No. TCIL/01/066//2010-KWT/RFO-132

Date: 19/08/2010

**1. PRICES:**

The prices shall be quoted on **CIF Kuwait basis in USD including all taxes and duties in the country of dispatch and charges for legalisaztion of all shipping documents.**

The supplier shall give break up of prices viz., basic price, freight, insurance, etc. All taxes, surcharges, duties and other levies in the country of dispatch shall be on supplier's account.

**2. PAYMENT TERMS:**

The payment shall be through irrevocable letter of credit providing for negotiation as under:

- 90% payment within 60 from clean shipped on board bill of lading date.
- 10% payment within 180 days from clean shipped on board bill of lading date.

L/C establishment charges are to the applicant account.

All other charges outside India including negotiation and retirement charges are to the beneficiary's account.

**3. VALIDITY OF OFFER**

Offers submitted by the Supplier shall be valid for 60 days from the date of opening of the Tender.

**4. PERFORMANCE BANK GUARANTEE (PBG)**

The supplier shall submit PBG from scheduled Bank in New Delhi for 10% of the value of the Purchase Order within 10 days from the date of Purchase Order and initially valid for a period of 27 months, which may be got extended, if required.

**5. CONSIGNNEE'S PARTICULARS**

Detailed address will be provided at the time of issue of Purchase Order.

**6. WARRANTY**

Warranty shall be 24 months from the date of receipt of the material at site in Kuwait. The Supplier shall submit a declaration that the material sold to the Purchaser shall be of the best quality and workmanship and shall be strictly in accordance with the specifications. The Supplier shall enclose a guarantee certificate that the said material would continue to conform to the description and quality for the period of warranty.

**7. DELIVERY SCHEDULE**

The earliest delivery time of the material at Kuwait may be indicated in the offer. The delivery schedule is the essence of the contract and must be adhered to by the supplier. If the supplier fails to effect delivery within the delivery schedule indicated in the order, the purchaser has the right to cancel the order and buy the items at the risk and cost of the

supplier from other sources and recover the penalty of maximum 10% of the value of the order.

The supplier shall supply the best quality & standard materials against manufacturing defects to suit the climatic conditions prevailing in Kuwait such as high temperature, high humidity, thick dust, etc.

#### **8. NOTIFICATION OF DESPATCH**

The supplier is to advise the consignee and the purchaser (TCIL) in writing, by fax and courier, the shipping documents immediately after the consignments have been dispatched.

#### **9. INSURANCE**

The supplier shall arrange insurance policy issued or endorsed in the name of applicant's bank against all risks through first class insurance company for 110% of the CIF invoice value of the consignment up to TCIL warehouse in Kuwait, marked "Claims payable in Kuwait" in currency of credit covering institute cargo clause, institute war clause & institute strike clause, transshipment risks, if transshipment is permitted. Insurance policy should indicate the address and contact details of insurance representative / surveyor in Kuwait.

#### **10. LIQUIDATED DAMAGES**

The date of delivery of the goods stipulated herein is the essence of the contract and the delivery must be completed not later than the date specified therein. Extension in delivery period will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contract delivery period and accepted by the consignee, such deliveries will not deprive the purchaser of the right to recover liquidated damages.

In case the supplier fails to supply the material against the order, the material shall be procured from other supplier at the cost and risk of the supplier and the excess money will be recovered.

For late supplies, as liquidated damages, a sum equal to 2% of the prices any goods not delivered or total order value in case where part delivery is of no use to purchaser, for a week or part of a week subject to maximum limit of 10% of the total order will be recovered from the suppliers. The purchaser also reserve the right to cancel the order in such cases and forfeit the EMD / Performance Bank Guarantee and may also debar the supplier for future purchasing.

L/D can be recovered for any dues of the supplier.

#### **11. INSPECTION / TESTING AUTHORITY**

Material supplied without Factory Inspection shall have prior approval of the purchaser in writing. Wherever necessary, factory inspection shall be carried out by TCIL / MOC Kuwait representatives upon submission of the test results at supplier's cost.

#### **12. QUANTITY VARIATION**

The purchaser shall have the right throughout the validity of the contract to increase or decrease the quantities of the goods covered by the contract or of any item thereof by up to 25% at the same prices and conditions stated in the contract. In case of increase the supplier shall undertake to execute at the same prices and conditions of the contract and to submit the performance bank guarantee equal to 10% of the increased amount.

### **13. RISK PURCHASE**

In the event of Supplier's failure to execute the contract to the satisfaction of the Purchaser, the Purchaser reserves the right:

- a) To reject any part of the Contract executed and withhold payment for such portion of the contract till such time the defects are rectified to the satisfaction of the Purchaser.
- b) To terminate the Contract by giving 2 weeks notice in writing without assigning any reason and to get Contract executed by other agency at the risk and cost of the Supplier.

### **14. ARBITRATION**

Any disputes or differences arising out of the contract which cannot be amicably settled between the supplier and the purchaser shall be decided as per arbitration rules of International Chamber of Commerce, Geneva. For arbitration, the venue shall be Geneva. In case it is obligatory to refer the dispute to Kuwait Laws and regulations, the same shall be applied.

### **15. PACKING & TOLERANCE**

The Supplier shall ensure that the Goods / Materials is securely and adequately packed to ensure safe arrival at the destination fully withstanding all hazards such as rough handling etc. during transit.

The supplier may supply the cables in drums of standard drum length with tolerance +0% to +5%. The payment would be restricted to the exact ordered quantity and any lengths supplied in excess of the ordered quantity shall not be paid though delivered and accepted.

### **16. REPLACEMENT OF DEFECTIVE CABLES**

- a) If any cable or any part thereof, is found defective or fails to meet the requirements of the contract before it is accepted, TCIL shall give the supplier a notice setting forth the details of such defects or failures and the supplier shall forthwith arrange to set right the defective cables or replace the same by the good one to make it comply with the requirements of the contract. This in any case shall be completed within a period of not exceeding one month from the date of the initial report pointing out the defects. The replacement or rectification shall be made at site by the supplier free of cost. Should the supplier fail to do the needful within this stipulated time frame, the purchaser reserves the right to reject the cables in full or in part and get it replaced at the cost of the supplier. The cost of any such replacement made by the purchaser shall be deducted from the amount payable to the supplier against this purchase order or from any other dues of the supplier.
- b) If any cable or part thereof is lost or rendered defective during transit, pending settlement of the insurance claim, fresh order shall be placed on the supplier for such loss or defective cables and the supplier shall arrange to supply the same within three months of such order at the same prices and on the same general terms and conditions as mentioned in this purchase order.
- c) In respect of cable drums or part thereof lost or rendered defective during transit. The insurance policy provided by the supplier shall also have cover for reimbursement of demurrage / container detention charges, if any, arising out of containers detained solely for insurance claim survey.

**END OF SECTION – 3**

**SECTION – 4**

**TECHNICAL SPECIFICATIOIS**

No. TCIL/01/066/1/2010-KWT/RFO-132

Date: 19/08/2010

**TECHNICAL SPECIFICATION:**

The material shall comply with the specifications of MOC- Kuwait (As per enclosed Annexure - 1).

Along with the Quote, you are requested to send signed scanned copies the following -

- a. Statement of clause by clause technical compliance to the relevant MOC specifications.
- b. Brochures, catalogs technical literatures of the offered items.

**END OF SECTION – 4**

**SECTION – 5**

**BILL OF QUANTITY (BOQ) & PRICE SCHEDULE**

No. TCIL/01/066//2010-KWT/RFO-132

Date: 19/08/2010

**BILL OF QUANTITY (BOQ) & PRICE SCHEDULE**

<b>Sl. No.</b>	<b>Description of the Materials</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Cost – CIF, Kuwait (In USD)</b>	<b>Total Cost – CIF, Kuwait (In USD)</b>
1.	12F SMF Loose tube duct type	Km.	60		
2.	24F SMF Loose tube duct type	Km.	40		
3.	48F SMF Loose tube duct type	Km.	20		
4.	96F SMF Loose tube duct type	Km.	80		
5.	144F SMF Loose tube duct type	Km.	80		

**END OF SECTION – 5**