



BHARAT SANCHAR NIGAM LTD.

CALCUTTA TELEPHONES

O/o. THE GM (CMTS), CALCUTTA TELEPHONES.

TELEPHONE KENDRA (5TH FLOOR), TERITTA BAZAR, P-10, NEW CIT ROAD, KOLKATA-700073

Tender for hiring 2Mbps G.703 DSL Lease Line Modems

SECTION – A

NOTICE INVITING TENDER

No.DE/CMTS/BSS/TENDER/ Modem/ 05-06

Date : 14. 06.2005

Sealed Tenders in prescribed tender forms are invited from reputed concerns for supplying Modems as per specifications given in the Tender Document [Section-C] .

The tender document which is non-transferable, will be available on production of the original Cash receipt of Rs.500/- (Rs. Five Hundred) only(non-refundable) obtained from Accounts Officer,CMTS,CTD at Burrabazar Exchange (1st floor) ,148, C.R.Avenue,Kol-7.

Details of the availability of tender documents(which is non-transferable),time schedule & venue etc.regarding the said tender is furnished below :-

Availability of tender document	O/o DE(CMTS) Teritta Bazar Telephone Kendra, P-10 New CIT Road (5th floor), Kolkata-73
Period of availability	15.06.2005 to 05.07 .2005
Time of availability	11:00 hrs. To 16:00 hrs. on all working days
Tender box kept with	O/o. DE(CMTS) Teritta Bazar Telephone Kendra, P-10 New CIT Road (5th floor), Kolkata-73
Last date of submission of tenders	06.07.2005 at 14:00 hrs
Date of opening tenders	06.07.2005 at 15:00 hrs.
Venue of opening tender	O/o. DE(BSS-I),CMTS,CTD ,Teritta Bazar Telephone Kendra, P-10 New CIT Road (5th floor), Kolkata-73

Tenderers can download the Tender Document in pdf format from www.calcuttatelephones.com/mobile/download.shtml. They will have to deposit the cost of the document in form of a separate Demand draft of Rs.500/- payable to Accounts Officer(Cash) works,BSNL,Calcutta Telephones alongwith the filled in tender document, otherwise the application will be treated as cancelled.

Divisional Engineer (BSS-I),CMTS,CTD

SECTION – B

TERMS & CONDITIONS

(B-1)General Conditions

1. Throughout the Tender document the term CONTRACTOR shall mean the successful Tenderer.
2. The Notice Inviting Tender, the Terms & Conditions, the Specifications, Agreement etc. constitute the Tender Document Set.
3. The Chief General Manager, BSNL, Calcutta Telephones or any other officer on behalf of him reserves the right to accept or reject any tender offer and is also not bound to accept the lowest price offer.

4. Earnest Money:

- a. Earnest Money, (non-interest bearing refundable) in the form of Bank Draft /Banker's cheque for Rs.11000.00 (Rs. Eleven Thousand) only from any Nationalised Bank drawn in favour of **Accounts Officer ,CMTS, CTD** is to be deposited on any working day between **11AM and 4PM** in the office of **Accounts Officer,CMTS,CTD at Burrabazar Exchange (1st floor) ,148, C.R.Avenue, Kol-7** and the money receipt in original obtained thereof must be attached with tender bid.
- b. The Earnest money deposit of unsuccessful Tenderers shall be refunded within Four weeks from the date of final acceptance of the Tender.
- c. The Earnest money deposit of successful Tenderers shall be forfeited if he fails to deposit the Security Money and fails to sign the perscribed Agreement within the specified period.
- d. The Earnest money deposit will be forfeited in case the tenderer withdraws his offer before finalisation of the Tender.
5. The bidder should give a certificate that none of his/her near relative is working in the units as defined below where he is going to apply for the tender. 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. Due to any breach of these conditions by the company or firm or any other person the tender will be canceled and Bid Security will be forfeited at any stage whenever it is noticed and BSNL will not pay any damage to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.

The near relatives for this purpose are defined as:-

- (a) Members of a Hindu undivided family.
- (b) They are husband and wife.
- (c) 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 bidder should attach a certificate as per the prescribed proforma as in SECTION-F.

6. Mandatory Documents to be submitted:

- a. Valid current trade License,
- b. Sales tax registration certificate & sales tax clearance certificate,
- c. Income tax clearance certificate,

Signature of the bidder with seal

- d. Credentials for supplying the same items to reputed organizations for similar use for at least one year.
- e. Certificate from owner complying the clause 5 (B-1) above.

7. Validity period of the Tender:

The tender is valid for a period of one year and the minimum period of rent is six months. However, the competent authority may alter these terms as per administrative requirements.

8. Any provisional clause included in the offer like “Subject to market fluctuation that might affect the price” will make the tender liable for rejection.
9. The quantity specified under Section C is approximate. The successful tenderer will be bound to supply quantity more or less than the quantity specified at the accepted rates and Term & Conditions. BSNL will issue multiple Purchase Orders (PO) for hiring modems, as and when required. Sometimes, PO may be issued for one pair also.

10. Delivery and installation:

CONTRACTOR shall have to deliver and install modems anywhere within the jurisdiction of Calcutta Telephones, site of installation will be informed by DE(BSS),CMTS, Telephone Kendra, 5th Floor,P-10 New C.I.T.Rd.,Kol-73. as and when required and installation should be completed within 3 day from the date of order. **Supply and installation should be done without any extra cost above the quoted price. Installation includes physical installation, configuration and testing for proper connectivity between BTS with BSC.**

11. The BSNL,CTD will not take any responsibility of the materials damaged due to rain, mishandling etc. during transportation up to the point of delivery.
12. The supply should be strictly as per specifications.
13. **Any modem, if found defective during installation or during operation after installation will have to be replaced immediately free of cost within 24 hours., No rent will be paid for the duration of fault beyond 24 hours if the CONTRACTOR fails to replace and re-install the faulty modems. If the delay is beyond 48 hours, penalty at the rate of two days rental will be charged for the total delay in number of days. Per day rent will be calculated considering 30 days in a month.**
14. BSNL authority reserves the right to cancel any or all the tenders without assigning any reason. Incomplete bid document will be rejected
15. BSNL authority also reserves the right to cancel the contract with the successful tenderer at any time without assigning any reason.
16. Original earnest money deposit receipt & attested (by self also) copies of valid Current trade license, income tax clearance certificate,sale tax/ registration clearance certificate & Credentials must be enclosed in a separate sealed cover superscribed as “**Technical bid**”. Signed copy of financial offer should be sealed in a separate envelop superscribed as “**Financial bid**”. Both the bids as mentioned must be kept inside the main sealed envelop superscribed as “**Tender For Hiring 2 Mbps G.703 DSL Lease Line Modems.**”
17. Successful bidder has to produce all original certificates against item no (18) above for verification by this office before placing the work order. Original will be returned after verification.
18. An interest- free of amount of Rs.27,500/-(**Rupees Twenty Seven thousand Five hundred only**) is to be deposited with Accounts Officer(Cash),CMTS, Burrabazar Exchange (1st floor) ,148, C.R.Avenue,Kol-1 as Security Deposit in the form of Bank Draft / Banker’s cheque,towards any probable loss to be suffered by the deptt. arising out of this deal as performance security deposit.
19. The tenderer has to sign all the documents submitted with the technical bid & the financial bid, failing of which the bid will be disqualified .In case documents are signed by the authorised

Signature of the bidder with seal

person on behalf of the tenderer power of attorney in favour of signee has to be attached with the bidder documents.

- 20.** The tenderer is required to be present in person on the date & time of opening of the bid. If any authorised person attends the tender opening committee meeting he should accompany one authorising letter signed by the original tenderer which is required to be produced at the said meeting.

21. Liquidated damages :

Should the supplier fails to deliver the stores or any consignment thereof within the period prescribed for delivery, the purchaser shall be entitled to recover 0.5% of the value of delayed supply for each week of delay or part thereof for a period upto 10 weeks and thereafter at the rate of 0.7% of the value of the delayed supply for each week of delay or part thereof for another 10 weeks of delay. In the case of package supply where the delayed portion of the supply materially hampers printing of bills L/D charges shall be levied as above on the total value of the concerned package of the purchase order. Quantum of liquidated damages assessed and levied by the purchaser shall be final and not challengeable by the supplier. If on any occasion the liquidated damages recoverable exceed 12% (twelve percent), it shall be open to Chief General Manager, Calcutta Telephones to cancel the supply order.

However, Chief General Manager, Calcutta Telephones reserves the discretion to grant extension of time limit for completion of the said supply, if it is considered to be in the interest of Chief General Manager, Calcutta Telephones to do so, and in such an event, the liquidated damages are liable to be calculated based on such revised or extended time schedule. If such extension of revision of time limit is granted only after any liquidated damages have already become due and realisable, the same shall be recoverable from the vendor. In case, the work as required is not completed even after the extended time limit Chief General Manager, Calcutta Telephones may cancel the supply order. In such cases, the full amount of performance security shall be forfeited to the Calcutta Telephones, in addition to realisation of whatever liquidated damages become due.

Any amount which becomes due and recoverable from the vendor on account of liquidated damages or on account of any matter relating to this contract, shall also be recoverable from any sum that is due or any sum thereafter that may become due to the vendor out of this contract or any other contract with Chief General Manager, Calcutta Telephones.

This penalty clause is relaxable under the "Force Majeure" conditions.

22. Disputes and Arbitrations

- a. In the event of any doubt, dispute or differences arising under this Tender agreement or in connection therewith except as to matters the decision on which is specifically provided under the Terms and Conditions of this Tender, the same shall be referred to the sole arbitration of the Chief General Manager, BSNL, Calcutta Telephones or any other person appointed by him as the Arbitrator.
- b. No objection to any such appointment on the ground that the Arbitrator is a Government servant shall be entertained. However, the Arbitrator will not be the one who had an opportunity to deal with the matter to which the agreement relates to or that in the course of his duties has expressed his view, on all or any of the matters in dispute or in difference.
- c. The award of the Arbitrator shall be final and binding on the parties.
- d. In the event of such Arbitrator, to whom the matter was originally referred to, being transferred or vacating his office due to death, resignation, or refusal to work or neglecting his work or being unable to act as Arbitrator for any reason whatsoever, the Chief General Manager, BSNL, Calcutta Telephones, shall appoint another person to act as the Arbitrator in place of the outgoing Arbitrator in accordance with the terms of the Contract Agreement and the person so appointed

Signature of the bidder with seal

shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

- e. The Arbitrator may, from time to time, with the consent of parties, enlarge the time for making and publishing the award of Arbitration. Upon any such reference, the assessment of the costs incidental to the reference and award respectively shall be in the discretion of the Arbitrator.
- f. All incidental expenses in the arbitration proceedings will be borne by the party as decided by the Arbitrator.
- g. Subject to the aforesaid provisions, the Arbitration Act, 1996 and the rules made hereunder and any stipulation/modification for the time being in force shall be deemed to apply to the Arbitration proceedings.
- h. The venue of the Arbitration proceedings will be decided by the Arbitrator; however it will be in a locality within the jurisdiction of BSNL, Calcutta Telephones.
- i. The courts in the City of Kolkata alone shall have the jurisdiction to entertain any application or any other proceedings in respect of any dispute arising under this agreement.
- j. Case against any Award / Awards passed by the sole Arbitrator here under shall be filed in the concerned Courts in the City of Kolkata only.

23. Force Majeure Clause:

- a. If at any time, during the continuance of this Contract, the performance in whole or in part by either party of any obligation under this Contract be prevented or delayed by reason of
 - i) Any war or hostility,
 - ii) Acts of public enemy, civil commotion, sabotage, explosions,
 - iii) Effects of flood, epidemics, quarantine restrictions, freight embargoes,
 - iv) General strikes, Bandhs,
 - v) Acts of God.

Hereinafter referred to as EVENT, neither party shall, by reason of such EVENT, be entitled to terminate this Contract, nor shall any party have any claim to the damages against the other in respect of such non- performance or delay in performance, - provided that notice of happening, of any such EVENT is given by either party to the other within 7 (seven) days from the date of occurrence of such EVENT.

- b. If a Force Majeure EVENT occurs, the CONTRACTOR shall promptly notify the Department in writing of such conditions and the cause thereof. Unless otherwise directed by the Department in writing, the CONTRACTOR shall continue to perform its obligations under the contract as far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure EVENT.
- c. Expected Work and deliveries under this Contract shall resume as soon as practicable after such EVENT comes to an end or ceases to exist. The decision of the Chief General Manager, BSNL, Calcutta Telephones as to whether the situation has become normal or not, shall be final and conclusive.
- d. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such EVENT for a period exceeding 15(fifteen) days, either party may, at his /their option, terminate this Contract.

24. Sealed Tender is to be dropped in the Sealed Tender Box kept in the Chamber of Divisional Engineer (CMTS), Calcutta Telephones, Teritta Bazar Telephone Kendra (5Th Floor), P-10, New C.I.T.Rd, Calcutta -700073.

25. Tender offer must refer to the Notice Inviting Tender.

Signature of the bidder with seal

26. Each page of the Tender offer must be signed by the Tenderer or authorised signatory on behalf of the Tenderer.
27. The Tender submitted must not contain any ambiguity. In case of any ambiguity in the price offer, the amount quoted in words shall be considered.
28. Canvassing in any form is forbidden and will amount to disqualification.
29. Payments will be made only after supplies are received in good condition fulfilling specified standards. Pre-receipted (on revenue stamp) bill in triplicate supported with copy of the work order and receipted challan are to be submitted for arranging payment by Accounts Officer,CMTS,CTD at Burrabazar Exchange (1st floor) ,148, C.R.Avenue,Kol-1. Payment will be done monthly basis for the number of days the modem pairs are in use in a month. **Tax at source will be deducted as per Income Tax Act of Government of India.**

Signature of the bidder with seal

(B-2) Documents to accompany with the Tender offer:**Part-1:**

The following documents must be submitted along with the Technical Bid, otherwise the financial bid will not be opened and tender will be invalid.

- a) Trade License (valid atleast on date of opening, & has to be renewed before ordering).
- b) Attested copy of latest income tax clearance certificate, sale tax registration certificate & sale tax clearance certificate.
- c) Money receipt of EMD(No DD/Cheque will be accepted) or proof of NSIC.
- d) Attested copy of power of Attorney if any as per clause B-1,Sl.no-20.
- e) Attested copy of registered partnership bids if any.
- f) Tender Form as per clause B-1-sl no-19,25,26.
- g) Credentials for supplying the same items to reputed organizations for similar use for at least one year.
- h) Certificate as per proforma in Annexure-F.
- i) Any other documents if any.

Part-2:

The Financial bid should accompany the following, otherwise tender offer is invalid.

- a) Signed Financial offer.

No conditional offer/ ambiguity (e.g. Two prices for one item etc.) is allowed.

**** N.B : The envelop containing the financial bid should not contain the EMD receipt. The EMD receipt must be given in the envelop containing the Technical Bid.**

(B-3) Compliance Schedule

Sl.No	Item	Vendor's confirmation	Remarks if any
1	General Terms & conditions	Agreed / Not agreed	
2	EMD	Deposited / Not deposited	
3	Specification	Followed / Not followed	
4	Payment Terms	Agreed / Not agreed	
5	Penalty Clause	Agreed / Not agreed	
6	Price validity	Agreed / Not agreed	
7	Warantee Clause	Agreed / Not agreed	
8	Credential	Given / Not given	

Signature of the bidder with seal

SECTION – C**TECHNICAL SPECIFICATION**

Sl.No.	Name	Quantity (approx)	Specifications
1	2Mbps G.703 DSL Lease-line Modem	100 pairs	<ol style="list-style-type: none"> 1. DSL Modem pair having both-way speed 2048 kbps. 2. Modem will be used for Base Station (BTS) to Base Station Controller (BSC) connectivity. One modem will be installed at BTS equipment room & the other modem of the pair will be installed in the "Transmission room" of local telephone exchange. 3. Modem will use 2 wires(2W) of normal telephone cables as is being used in Calcutta Telephones for providing telephone connections to customers; premises & will support minimum cable length of 4 km. 4. For both modems of the modem-pair Interface towards equipment side will be 4 wire 120 Ohm G.703 standard 5. Modems will support -48V DC.

Signature of the bidder with seal



CALCUTTA TELEPHONES

Tender For Hiring 2Mbps G.703 DSL Lease Line Modems

SECTION – D

PRICE OFFER & DECLARATION

PRICE OFFER

For supplying Modems, the contractors should quote the rates in the following manner.

Sl.No.	Name of item	Rate per pair of modems per month in Rs. (inclusive of all charge)
1	2Mbps G.703 DSL Lease-line Modem	

DECLARATION

It is declared that I,Sri/Smt _____,am the Tenderer / Authorized Signatory /Authorized supplier / Proprietor / Manager of : M/s._____ of(address of the Tenderer) .

Address - line 1 _____

Address - line 2 _____

City _____ State _____ Pin _____

I have gone through and understood all the Terms and Conditions laid down in the Tender Document no.DE/CMTS/BSS/TENDER/ Modem /05-06,and would abide by the same terms and conditions throughout the period of contract.

I, hereby also agree to execute “Contractual Agreement” with the authorised officer of BSNL,Calcutta Telephones or any other authority appointed by him based on all the terms and conditions laid down in the Tender Document referred to above in the event of being selected as a successful Tenderer.

Signature of the bidder with Seal

Signature of the bidder with seal



CALCUTTA TELEPHONES

Tender For Hiring 2 Mbps G.703 DSL Lease-Line Modems

SECTION – E

AGREEMENT

This Agreement made thisday ofTwo thousand Three between M/S Bharat Sanchar Nigam Limited represented through the Chief General Manager, BSNL, Calcutta Telephones or any other authorised appointed by him, hereinafter called “The Department” (which expression shall ,unless excluded by or repugnant to the context,include his successors in office and assigns) of the one part and M/s..... a Company incorporated under the Companies Act and having its registered office athereinafter called “The Contractor” (which expression shall ,unless excluded by or repugnant to the context,include his successors in office and assigns) of the other part.

Whereas, BSNL, Calcutta Telephones is desirous of appointing the Contractor for supplying furnitures uptoday of2005 and whereas the said contractor has agreed to supply the furnitures upto.....day of2005.

Whereas, the CONTRACTOR has agreed to abide by the terms and conditions of the Tender no. DE/CMTS/BSS/TENDER/Modem/05-06 without any modification including the following conditions.

The Contractor agrees to undertake the job of supplying furnitures as per the “Specifications” laid down in Section-C of the Tender Document.

The Contractor agrees that any sum of money due and payable to the Contractor under this contract may be appropriated or withheld as a lien by the Chief General Manager, BSNL, Calcutta Telephones against any claim of BSNL, Calcutta Telephones for the payment of sum/sums of money arising out of or under this contract and/or against any sum/sums of money outstanding against the said Contractor which are presently claimed by BSNL or any organisation of or under the said BSNL under any other contract(s) made by the Contractor with BSNL.

All the SECTIONS of the Tender Document no.DE/CMTS/BSS/TENDER/Modem/05-06 constitute integral part of this Aggrement.

In witness whereof the parties hereto have set their respective hands here onto the day, month and year herein first above written.

Signature of the bidder with seal

Signed and delivered by

.....
.....

(Name - Designation)

[Company Seal]

for and on behalf of the Contractor M/s.....

In the presence of witnesses:

.....
.....

.....
.....

Signed, sealed and delivered at Kolkata by BSNL, Calcutta Telephones for and on behalf of the BSNL Board :

.....
.....

(Name – Designation)

[Seal]

Signature of the bidder with seal

Tender For Hiring 2 Mbps G.703 DSL Lease-Line Modems

SECTION – F

I s/o r/o hereby certify that none of my relative(s) as defined in the tender document is/are employed in BSNL unit 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.

Signature of the bidder with Seal

Name in Block Letters

Signature of the bidder with seal