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BHARAT SANCHAR NIGAM LIMITED
 (Hkkjr ljdkj dk m|e)(A Government of India Enterprise)
Connecting India

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O/o Chief General Manager, Southern Telecom Projects, 25, Greenways Lane, Raja Annamalaipuram, Chennai-600 028
Ph.044-2495 2208 **MM CELL** **FAX. 044-2495 6405**

No:CGMP/CHI/LPO-12F/OF Cable Retender II/2006-07/35

DATED 25-10-2007

PURCHASE ORDER FOR THE SUPPLY OF 1,154 KM 12F OF CABLE

- | | |
|-------------------------------------|---|
| 1. Name & Address of the Contractor | : M/s.AKSH OPTIFIBRE LIMITED,
Enkay Towers, Udyog Vihar, Phase-V,
Gurgaon 122 016 (Haryana) India
Tel: 0124-2397101-103
Fax: 0124-2450141. |
| 2. Purchaser | : Southern Telecom Projects, Bharat Sanchar Nigam Limited,
(Hereafter referred to as Purchaser) |
| 3. Contractor's reference | :(i).Your offer against Tender Enquiry No: TE.No:
CGMP/CHI/OF CABLE RE-TENDER-II/2006-07 DT 20-03-2007
(ii).Your acceptance letter No. Nil Dated 11-10-2007 |
| 4. Purchaser's reference | : APO No: CGMP/CHI/APO-12F/ OF CABLE RETENDER II/2006-
07/II/10 Dt at Chennai 11-09-2007 |
| 5. Scope of the Purchase Order | : The purchaser hereby places an order on the supplier to
supply the goods as per Annexure A |
| 6. Delivery Schedule | : The delivery of stores shall be completed on or before
20-12-2007 as per Annexure-A . Preponement of supply
shall be considered subject to urgent requirement. The
delivery schedule indicated herein is firm and not subjected to
any change. |
| 7. Prices | : Total value of the order shall be 2,97,73,188/- (Rupees
two Crores ninety seven lakhs seventy three thousand
one hundred and eighty eight Only) as per Annexure A.
The unit prices given in Annexure are inclusive of ED, ST and
other statutory duties/ levies etc and packing and forwarding
charges, freight and insurance charges. Benefit of any
decrease in the taxes/duties after expiry of the delivery date
shall be passed on to the purchaser by the supplier. |
| 8. Particulars of route/scheme | : As per Annexure-B |
| 9. Consignee Details | : As per Annexure-A/B |
| 10. Mode of Transport | : By Road. |

11. Inspection

:12F OF cable developed / supplied will be strictly in accordance with the the tender no: CGMP/CHI/OF CABLE RE-TENDER-II/2006-07 DT 20-03-2007 opened on 13-04-2007. The supplies shall be made only after QA BSNL have carried out necessary inspection / testing and approved the goods for supply to BSNL.

12. Payment

: The 12F cable is to be supplied Scheme wise. The supplier shall submit the bill for payment Scheme wise and the payment will be made accordingly.

95% of the bill claimed shall be made on production of acknowledgement of receipt of the consignments by the ultimate consignees. The balance 5% shall be released within 6 (six) months from the date of supply of the pipes and accessories in case there are no damages / shortages and on production of Taking Over Certificate from the consignee. In those cases where such damages / shortages are intimated to the supplier in writing, the balance payment shall be released only after the cases are settled in accordance with the provisions of the P.O.

100% payment (in place of 95%) may be made on delivery, provided that an additional Bank Guarantee for an amount equivalent to 5% of the value of supplies valid for a minimum period of seven months from the date of supply is furnished by the supplier along with an undertaking that the equipment/stores supplied shall be free from damages/shortages. In those cases, where such shortages / damages are intimated to the supplier in writing, the Bank Guarantee shall be extended without fail by the supplier for a suitable period at the request of purchaser in writing. Failure to do so shall result in forfeiture of Bank Guarantee. The Bank Guarantee of 5% shall be accepted and shall be released only after the cases are settled in accordance with the provisions available in the Bid Document/Purchase Order. In case, where the additional Bank Guarantee for 5% is not provided, then the payment will be settled as per above.

No payment will be made for goods rejected at the site on testing.

For claiming 95% payment the following documents are to be submitted to the paying authority.

1. Invoice-Excise Invoice in Original
2. Delivery Challan
3. Supplier certificate for dispatch/warranty certificate/Insurance policy
4. Suppliers Certificate for payment of Excise Duty, Sales Tax
5. Inspection certificate of QA
6. Consignee receipt as per the Proforma enclosed.
7. The sea freight receipt as per the rates approved by the Ministry of Water and Surface Transport, if any
8. Proof of payment of octroi/entry tax etc., if any

13. Performance security : M/s. AKSH OPTIFIBRE LIMITED, Enkay Towers, Udyog Vihar, Phase-V, Gurgaon 122 016 (Haryana) India. has furnished performance bank guarantee No. 49780IGL0020607 dated 10-10-2007 for Rs.14,88,700/- issued by Union Bank Of India, Industrial Finance Branch, M-11, M-Block, Middle Circle, Connaught Circus, New Delhi-1 valid up to 09-10-2010 being 5% value of the A.P.O Further extension of validity of performance bank guarantees will be arranged by the supplier as and when desired by the purchaser.
14. Paying Authority : As per Annexure A
The paying authority shall release the payment only on the basis of ink signed copy of P.O.
15. Issue of Form C : Form-C will be issued for the goods consigned
16. Entry Tax / Octroi : Entry Tax / Octroi will be paid extra as per actuals on production of original vouchers.
17. Certificate about availability of funds : Funds are available
18. Head of Account : 141300 OFC system
19. Technical Specifications : As per BSNL technical specification TEC No. GR/OFC-01/04. SEP 2003 With latest Amendments (Amendment no-1 dated 30-12-2003, Amendment no-2 dated 31-03-2004 & Amendment no-3 dated 29-06-2004) vide as per tender no: CGMP/CHI/OF CABLE RE-TENDER-II/2006-07 DT 20-03-2007 opened on 13-04-2007
20. Conditions of contract : 1. As contained in Part I & Part II and special conditions of contract of TE No. CGMP/CHI/OF CABLE RE-TENDER-II/2006-07 DT 20-03-2007 opened on 13-04-2007 and APO dated 11-09-2007.
2. The supplier shall intimate the monthly supply to MM Cell of this office .
3. Should the tenderer fails to deliver the stores or any consignment thereof within the period prescribed for delivery the Purchaser shall be entitled to recover **0.5 %** (half percent) of the value of the delayed supply for each week of delay or part thereof for a period up to 10 weeks and thereafter at the rate of 0.7 % of the value of the delayed supply for each week of delay or part there of for another 10 weeks of delay. In the case of package supply where the delayed portion of the supplies materially hamper installation and commissioning of the systems, Liquidated Damage 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.

The grace period of 21 days shall be allowed subject to the following conditions being fulfilled by the supplier.

- a. That the store has been offered to QA by the supplier for Inspection/testing within the contracted original delivery period.
- b. That the QA has cleared the store for dispatch within the contracted original delivery period.
- c. That the supplier has carried out dispatch/dispatched the store on or before the contracted original delivery period. The supplier shall have to satisfy the paying authority by furnishing documents of dispatch confirming that he has actually dispatched the store within the contracted original delivery period.
- d. That the store has been received by the ultimate consignee on or before 21 days of the expiry of the contracted original delivery period.

The grace period of 21 days shall be allowed only in those cases, which fulfill all the above conditions.

For Deliveries made after expiry of the contracted delivery period, without prior concurrence of the purchaser and be accepted by the consignee, such delivery will not deprive the purchaser of his right to recover liquidated damage. However, when supply is made within 21 days of the contracted original delivery period, the consignee may accept the stores subject to the above conditions.

The LD Charges applicable beyond 20weeks will be charged at the flat rate of 0.7% of the value of the delayed supply for each week of delay or part thereof beyond 20weeks of delay.

4. The BSNL reserves the right to cancel Purchase Order if the agreed delivery schedule is not adhered to by the manufacturer. Any loss arising out of such delays in the supply of 12F Optical Fibre Cable shall be on the supplier account.
5. Delay by the Supplier in the performance of his delivery obligations shall render the Supplier liable to any or all of the following penal actions: forfeiture of his performance security, imposition of liquidated damages and/or termination of the contract.
6. If at any time during the performance of the contract, the supplier encounters condition impeding timely delivery of the goods and performance of service, the Supplier shall promptly notify to the Purchaser in writing the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the period for performance of the contract as deemed fit subject to furnishing of additional performance security by the supplier @ 5% of the value of the remaining quantity yet to be supplied.
7. Further, if at any time during the contract

- a. It comes to the notice of the Purchaser regarding reduction of price for the same or similar equipment/service, and /or
- b. The prices received in a new tender for the same or similar equipment/services are less than the prices chargeable under the contract, the purchaser for the purpose of delivery period extension, if any, will determine and intimate the new price, taking into account various related aspects such as quantity, geographical locations etc, and the date of its effect for the balance quantity/service to the vendor. In case the vendor does not accept the new price to be made available during the extended delivery period and the date of its effect, the purchaser shall have the right to terminate the contract without accepting any further supplies. The termination of the contract shall be at the risk and responsibility of the supplier and the purchaser reserves the right to purchase the balance-unsupplied quantity/service at the risk and cost of the defaulting vendor besides considering the forfeiture of his performance security.
- a. The vendor while applying for extension of time for delivery of equipment/service, if any, shall have to provide an undertaking as " We have not reduced the sale price, and/offered to sell the same or similar equipment/service to any person/organization including Department of Central/State Government or any Central/State PSU at a price lower than the price chargeable under the contract for scheduled delivery period.
- b. In case under taking as in clause.a above is not applicable, the vendor will give the details of prices, the name(s) of purchaser, quantity etc. to the purchaser, while applying extension of delivery period.

Divisional Engineer (MM)
For CGM Projects, Chennai.
Telephone:044-24952208

Encl: Annexure A & B

Copy forwarded for information & necessary action to:-

1. M/s.AKSH OPTIFIBRE LIMITED, Enkay Towers, Udyog Vihar, Phase-V, Gurgaon 122 016 (Haryana) India may kindly send the acknowledgement of the P.O. within 10 days from the date of issue of P.O.
2. DDG (TX), BSNL, New Delhi
3. CGM (QA) BSNL, Jayanagar, Bangalore-51
4. CAO O/o CGM Projects, Chennai-28
5. DET (QA), Through the supplier)
6. All Consignees/Paying Authorities as per Annexure-B

ANNEXURE-A**M/s.AKSH OPTIFIBRE LIMITED,, Gurgaon 122 016****No:CGMP/CHI/LPO-12F/OF Cable Retender II/2006-07/35 DATED 25-10-2007**

PO NO.	Item	Unit Price in Rs./km	Qty in kms.	Total Amount in Rs.
1	12F cable	25,799.99	1154.00	2,97,73,188.46
		TOTAL	Say	2,97,73,188.00

(Rupees two Crores ninety seven lakhs seventy three thousand one hundred and eighty eight Only)**Note: FOR 12F CABLE:-**

- 1.Standard Cable Length will be 2KM \pm 200M.
- 2.For every 20 drums (for every 40 KM length), 2 short length cables are permitted
(DGM Unit wise for Project/Circle wise).
- 3.Payment of short length cables from 750 M to 1000 M length will be discounted by 15%
- 4.Payment of short length cables from 1001 M to 1799 M length will be discounted by 10%
- 5.Short length cables of less than 750 M will not be accepted.

DGM UNIT WISE ISSUE DETAILS.

Sl.No	DGM Unit	12F cable in kms	Paying Authority	Delivery Date
1	Bangalore	342.00	Sr.Accounts Officer, O/o.CGM Projects, Chennai-600 028	On or Before 20-12-2007
2	Hubli	56.00		
3	Hydrabad	130.00		
4	Tirupathy	290.00		
5	TN Circle	336.00	Sr.Accounts Officer, Circle Telecom Stores Depot, Tirupalai, Madurai-625 014	
	Total	1,154.00		

Consignee/Ulimate Consignee details with schedule of delivery is given in Annexure-B**Divisional Engineer (MM)
For CGM Projects, Chennai.**

ANNEXURE-B
ULTIMATE CONSIGNEE DETAILS WHERE MATERIALS TO BE DELIVERED.

M/s.AKSH OPTIFIBRE LIMITED, Gurgaon 122 016 (Haryana) India

No:CGMP/CHI/LPO-12F/OF Cable Retender II/2006-07/35

DATED 25-10-2007

Sl.No	DGM UNIT	Consignee Division	Ultimate Consignee -where materials to be Delivered	For Scheme Name	12F cable -in kms
1	Bangalore	DE OFP Bangalore	Divisional Engineer Telecom, Optical Fibre projects, WMS Compound, 4th Floor, Sanchar Complex, 9th Main, 47th Cross, 5th Block, Jayanagar, Bangalore- 560041.	Circle Schemes	50.00
		DE OFP Mysore	Divisional Engineer Telecom, Optical Fibre Projects, 2nd Floor, Telephone Exchange, Hardingi Circle, Nazarbad, Mysore-10	Circle Schemes	88.00
		DE OFP Hassan	Divisional Engineer Telecom, Optical Fibre projects, Sri Lakshmi Venkateshwara Nilaya, MIG 3A 27th cross, 1st phase, Beeranahalli tank, Near Vinayaka temple, Kuvempunagar, Hassan – 573201.	Circle Schemes	204.00
2	Hubli	OFP HUBLI	Divisional Engineer Telecom, Optical Fibre Projects, Jalsangi M/W Station, Bidar dist, Ph:0836-2250460, 9448050460	Bidar SSA Missink links	56.00
3	Hydrabad	Divisional Engineer Transmission Projects Hyderaabad 040 27633580 9440059899 FAX 27662380	Sub Divisional Engineer Transmission Project C/o MW station Bommakal Karimnagar	Circle Routes Karimnagar	48.00
		Divisional Engineer OFC, Optcial Fibre Cable Projects, Hyderabad 040 24041151 9440059545 FAX 24041162	Sub Divisional Engineer Optcial Fibre Cable Projects, C/o Telephone exchange Bellampalli, Adilabad Dist Cell-09490000160.	IMPCS Routes in Adilabad SSA	58.00
		Divisional Engineer MWS Microwave Survey Division Hyderabad 040 27601577 9440444894 FAX 27612757	Sub Divisional Engineer Microwave Survey Division C/o BSNL Administrative Building Compund Nizamabad	IMPCS routes in Nizamabad SSA	24.00

4	Tirupathy	DE,OFCP,TIRUPATI	Sub Divisional Engineer, OFC Projects, BSNL, No: 5-19, Guravarajupalli, Renigunta, Chittoor (Dist), A.P. Ph:0877-2232900, Cell No:9490000195	Circle schemes	90.00
		DE,OFCP,Karnool	Sub Divisional Engineer, OFC Projects, Microwave Station, Near Nandyal Check Post, Kurnool, Ph : 08518-249900 Cell:9490000202	Circle schemes	100.00
		DE, TP, Ananthapur	Sub Divisional Engineer, BSNL, OFC Store Yard, Saipet, Beside Lakshminarasimha Rice Mill, Kadapa. Ph:08554-232744, Cell No:9490000208	Circle schemes	100.00
5	TN Circle	Divisional Engineer, Circle Telecom Stores Depot, Tirupalai, Madurai-625 014. Ph:0452-2683300, Fax-2681571	Divisional Engineer, Circle Telecom Stores Depot, Tirupalai, Madurai-625 014. Ph:0452-2683300, Fax-2681571	Circle schemes	336.00
Total					1154.00

**Divisional Engineer (MM)
For CGM Projects, Chennai.**

CONSIGNEE RECEIPT**Purchase Order No :**

Sl.No	Items Received	Qty	Date of Receipt	Details of Damage/Shortage if any
1				
2				
3				

Certified that the above goods are received in good condition at

Signature of the receiving officer

Office seal & Date

Note:

This proforma should be signed by an officer not below the rank of Divisional Engineer. In case the goods are received by an officer below the rank of Divisional Engineer it should be countersigned by the Divisional Engineer concerned.