



भारत संचार निगम लिमिटेड
BHARAT SANCHAR NIGAM LIMITED
 (भारत सरकार का उद्यम)(A Government of India Enterprise)

Connecting India

कार्यालय मुख्य महाप्रबंधक दक्षिण दूरसंचार परियोजना परिमण्डल चेन्नै 600 028

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/TESTING INSTRUMENTS -TENDER/2006-07/III/53

Dated 12-07-2007

PURCHASE ORDER FOR SUPPLY OF STABLISED LIGHT SOURCE TYPE- C (DUAL WAVELENGTH)

1. Name & Address of the Contractor : M/S. TIRUMALA SEVEN HILLS (P) Ltd.,
40, Strand Road, 3rd Floor, Suite No: 10,
Kolkatta – 700 001
Tel: 03-2243- 3788, 1304, 1376
FAX 033 2243 3700
Testing Centre Address:
M/S. TIRUMALA SEVEN HILLS (P) Ltd.,
Suryakiran Apartment, Block-D, 3rd Floor, Flat No-303,
P.O.Deshbandhunagar, Baguihati, Kolkatta-700 059.
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 TESTING INSTRUMENTS-
TENDER/2006-2007 Dt.16-01-2007 and amendment no:
CGMP/CHI/OF TESTING INSTRUMENTS TENDER/2006-
07/45 DATED 06-02-2007
(ii) Your acceptance letter no: Nil dated 26-06-2007 Recd on
28-06-2007
4. Purchaser's reference : **APO No:**CGMP/CHI/APO/TESTING INSTRUMENTS -
TENDER/2005-2006/50 Dated 20-06-2007
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**
05-09-2007. The delivery schedule indicated herein is firm
and not subjected to any change.
7. Prices : Total value of the order shall be **Rs. 4,40,000/- (Rupees**
Four Lakhs and forty thousand only) as per Annexure A.
The unit prices given in Annexure are inclusive of 2 year
warranty 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. Consignee Details : As per Annexure-B
9. Mode of Transport : By Road / Air / Courier without any extra charges to the purchaser on a/c of transportation.
10. Inspection : The instrument to be supplied will be strictly in accordance with the TE. No CGMP/CHI/OF TESTING INSTRUMENTS-TENDER/2006-2007 Dt.16-01-2007 and Amendment no: CGMP/CHI/OF TESTING INSTRUMENTS TENDER/2006-07/45 DATED 06-02-2007. The supplies shall be made only after QA BSNL have carried out necessary inspection / testing and approved the goods for supply to BSNL.
11. Payment : The instruments are to be supplied as per Annexure-B. The supplier shall submit the bill for payment consignee wise. The payment will not be made for part supplies of a consignee.
- 95% of the bill claimed shall be made on production of acknowledgement of receipt of consignment by the Ultimate consignee. The balance 5% shall be released within 6 (six) months from the date of supply of the materials 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 the supplies valid for a minimum period of seven months is furnished by the supplier along with an undertaking that the equipment / stores supplied shall be free from damages / shortages. This additional Bank Guarantee should be submitted to MM Cell O/o CGM Projects, Chennai-28 only. In those cases where such damages/ shortages 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 the purchaser in writing. Failure to do so shall result in forfeiture of bank guarantee.
- The bank guarantee will be released only after the cases are settled in accordance with the provisions available in the P.O. In case where the additional bank guarantee for 5% is not provided, then the payment will be as per above.

For claiming 95% payment the following documents in duplicate are to be presented to the paying authority.

- i. Invoice establishing proof of Excise Duty paid / Bill of entry for imported items.
- ii. Delivery Challan
- iii. Clear RR / Goods Carrier Receipt

- iv. Supplier's certificate for dispatch
 - v. Inspection Certificate of Q.A. (Payable Copy)
 - vi. Insurance Receipt / Policy Copy
 - vii. In case of Dispatch by Road, the receipt from the Consignee regarding the receipt of the consignment must be attached.
 - viii. Warranty Certificate for 2 years
 - ix. Sales Tax / ED Certificates
12. Performance security :M/s Tirumala Seven Hills(P) Ltd, Kolkatta-1 have furnished performance bank guarantee No.2007209TML dt.26-06-2007 for Rs.**22,000/-** issued from Canara Bank, Chowringee Branch, 7,Kyd Street, Kolkatta-700016 valid upto **25-06-2010** being 5% value of the PO. Further extension of validity of performance bank guarantees will be arranged by the supplier as and when desired by the purchaser.
13. Paying Authority :As per Annexure A
The paying authority shall release the payment only on the basis of ink signed copy of P.O.
14. Issue of Form C : Form-C will be issued For the goods consigned
15. Entry Tax / Octroi : Entry Tax / Octroi will be paid extra as per actuals on production of original vouchers.
16. Certificate about availability of funds : Funds are available
17. Head of Account : 141300 OFC system
18. Technical Specifications : As per BSNL technical specification of CGMP/CHI/OF TESTING INSTRUMENTS-TENDER/2006-2007 Dt.16-01-2007 and Amendment no: CGMP/CHI/OF TESTING INSTRUMENTS TENDER/2006-07/45 DATED 06-02-2007 **(TEC No GR/SLS-01/03.FEB 2005 with latest Amendments).**
19. Warranty & AMC : **SCOPE & TERMS of AMC**
- A. The Annual Maintenance Contract shall start immediately after warranty period ends. The comprehensive Annual Maintenance Contract (herein after called AMC) shall be for three years.
 - B. During the period of AMC the successful bidder (herein after called Contractor) shall:
 - i) Diagnose the faults.
 - ii) Rectify the faults detected.
 - iii) Repair/replace the faulty part of the equipment.
 - iv) Carry out the periodic preventive maintenance.
 - C. **CONDITIONS**
 - 1. All faults shall be rectified within two weeks of its reporting to the contractor. In case the faults are major, the supplier shall provide a spare instrument during the period of rectifying the fault.
 - 2. If the contractor fails to rectify major/minor faults within stipulated duration shall be liable to pay penalty of 0.5% per week of delay or part thereof.

3. BSNL field unit will report the faults over telephone/through FAX/Email etc. to the contractor. The duration of fault will be counted from the time fault is reported through Telephone/Fax/E-mail.

4. The supplier shall submit performance bank guaranty valid for three and half years for the average amount of AMC for 3 years at the time of signing of the AMC agreement with DE (MM), O/o.CGMP Chennai not later than three months before the expiry of warranty period of two years.

5. The AMC charges shall be paid by the respective DGM Units, as mentioned in the purchase Order to the supplier, on yearly basis at the beginning of the respective year after submission of satisfactory performance report obtained by the supplier from the respective consignee Divisions for each occasion.

20. Conditions of contract

1. As contained in general and special conditions of contract of TE. TE. No CGMP/CHI/OF TESTING INSTRUMENTS-TENDER/2006-2007 Dt.16-01-2007 and CGMP/CHI/APO/TESTING INSTRUMENTS - TENDER/2005-2006/23 Dated 31-05-2007
2. All Technical Assistance for installation, commissioning and monitoring of the equipments shall be provided by the bidder at no extra cost during laboratory evaluation, validation / type approval and field trial if any.
3. The bidder shall provide training for installation and maintenance staff of the purchaser free of cost where required.
4. The bidder shall provide training material and documents free of cost.
5. The conduct of training of the purchaser's personnel shall be at the suppliers plant and / or on site in assembly start up operation, maintenance and / or repair of the supplied goods.
6. The supplier shall ensure that the equipment required for the each consignee identified in the purchase order shall be supplied in one lot before payments are effected.
7. 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.

8. 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 items shall be on the supplier account.

9. 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.

10. 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.

11. 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.**

Encl: Annexure A & B

Copy forwarded for information & necessary action to:-

1. M/s. TIRUMALA SEVEN HILLS (P) Ltd.,40, Strand Road, 3rd Floor, Suite No: 10,Kolkatta – 700 001 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), New Delhi. (Through the supplier)
6. All Consignees/Paying Authorities as per Annexure-B

ANNEXURE – A

M/s. TIRUMALA SEVEN HILLS (P) Ltd.,40, Strand Road, 3rd Floor,
Suite No: 10,Kolkatta – 700 001

No: CGMP/CHI/LPO/TESTING INSTRUMENTS -TENDER/2006-07/III/53 Dated 12-07-2007

Package No-	Item	Quantity in Nos	Unit Rate in Rs.	Total Amount in Rs.	Paying Authority	Delivery Date
1	Stablised light source Type- C (dual wavelength) with 2 year warranty	4	110,000.00	4,40,000.00	Sr.Accounts Officer, O/o.CGM Projects, Chennai-600 028	On or before 05-09-2007
	Total	4		4,40,000.00		

Technical Specification: TEC No: **TEC No GR/SLS-01/03.FEB 2005 with latest Amendments).**

Scope & Terms of AMC: As per clause.19 of this PO.

Approved rate of AMC.

Sl.No	Item	Approved AMC cost per instrument per year- Rs.
1	1 st year AMC after the expiry of 2 years warranty period	6,600.00
2	2 nd year AMC after the expiry of 1 st year AMC	6,600.00
3	3 rd year AMC after the expiry of 2 nd year AMC	6,600.00

Note:AMC charges is inclusive of service tax.

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

ANNEXURE-B
ULTIMATE CONSIGNEE DETAILS

**M/s. TIRUMALA SEVEN HILLS (P) Ltd.,40, Strand Road, 3rd Floor,
Suite No: 10,Kolkatta – 700 001**

No: CGMP/CHI/LPO/TESTING INSTRUMENTS -TENDER/2006-07/III/53 Dated 12-07-2007

Approved Cost		110,000.00			
Per Unit		In Nos			
Sl.No	DGM Unit	Stablised light source Type- C (dual wavelength)	Consignee	Ultimate consignee details-Where materiakls to be delivered	Total Cost-Rs
1	CHENNAI	1	The Divisional Engineer, Survey Division,6th Floor, TN Telecom Complex, No-60, Ethiraj Salai, Chennai-600 008.Ph:044-28206868, 0-9486107003	The Sub Divisional Engineer(Stores), MEPZ, BSNL Stores Godown, Phase-III, TNHB Colony, Crompet, Chennai-44. Ph:044-2238 6898.	110,000.00
2	Madurai	1	Sri.R.Dhanapal Divisional Engineer, Optical Fiber Cable Division, No.22, Besant road, Chokkikulam, Madurai –625 002. Ph.No. 0452 – 2532003, 2530756 Fax No: 0452-2536590	Sri.R.Dhanapal Divisional Engineer, Optical Fiber Cable Division, No.22, Besant road, Chokkikulam, Madurai –625 002. Ph.No. 0452 – 2532003, 2530756 Fax No: 0452-2536590	110,000.00
3	Salem	1	Divisional Engineer, OFC Projects, No.32, Valmiki Street, Subramania Nagar, Salem - 636 005 Ph.No 0427 - 2441466; Fax 0427 - 2441539	Divisional Engineer, OFC Projects, No.32, Valmiki Street, Subramania Nagar, Salem - 636 005 Ph.No 0427 - 2441466; Fax 0427 - 2441539	110,000.00
4	Ernakulam	1	Divisional Engineer, Survey & Access Network 59/5200, II Floor, PC Mansions, Chittoor Road, ERNAKULAM – 682 011; Tel 0484-2380150 Fax 2351545 (Delivery at Trichur Adat Store)	Sri. K.V. Pathrose,Sub Divisional Engineer(Mob-09447471234) / Sri. P.A Davis, JTO (0487-2355600, Mob- 9446723440) Adaat Store Godown, BSNL TP C/o Subhas Chandrabose, Paramel House, Adaat, Trichur. Fax -0487 2442224	110,000.00
Total		4			440,000.00

Divisional Engineer (MM)
For CGM Projects, Chennai

CONSIGNEE RECEIPT**Purchase Order No :****Invoice No and Date:**

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.

The signed Proforma may be sent direct to DE(MM), O/o.CGMP, Chennai-28.