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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**

P.O.NO. CGMP/CHI/LPO/PLB-TENDER/2006-07/II/74

DATED 03-08-2007

PURCHASE ORDER FOR THE SUPPLY OF PLB HDPE PIPES & ACCESSORIES

1. Name & Address of the Contractor : **M/s. H.M. Pipes Pvt. Ltd.,
A-95, Suraj Nagar (East),
Civil Lines, Jaipur
Ph: 0141-2211552
Fax: 0141-2211003**
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 ACCESSORIES TENDER/2006-07
Dt. 07-09-2006 opened on 04-10-2006
(ii). Your acceptance letter No. Nil Dt 30-07-2007
Recd on 01-08-2007
4. Purchaser's reference : APO.No CGMP/CHI/APO/PLB-TENDER/2006-07/Vol-II/42
Dated 16-06-2007
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 by **13-09-2007**
inclusive of lead time. The delivery schedule indicated herein is
firm and not subjected to any change. Monthly delivery schedule
is given in the **Annexure-B**. Any slippage in the monthly
delivery will attract levy of LD. However the supplier is permitted
to prepone the supply
7. Prices : Total value of the order shall be be **Rs. 2,50,27,052/-**
**((Rupees two crores fifty lakhs twenty seven thousand
and fifty two 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.
8. Consignee Details : **As per Annexure-B**
9. Mode of Transport : By Road.
10. Inspection : PLB HDPE pipes & accessories developed / supplied will be
strictly in accordance TE. No. CGMP/CHI/OF ACCESSORIES
TENDER/2006-07 Dt.07-09-2006 opened on 04-10-2006. The
PLB HDPE pipes & accessories shall be supplied in different lots as
a package for successful factory evaluation by CGM, QA. 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 : (i) The PLB HDPE pipes & accessories is to be supplied as a package. The supplier shall submit the bill for payment for the complete package of pipes & accessories consignee wise and payment will be made only for the complete package consignee wise.
(ii) 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.
(iii) 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.
(iv)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.
(v)The following documents are to be presented to the paying authority along with the details while claiming payment.
- i. Invoice
 - ii. Delivery Challan
 - iii. Clear RR / Goods Carrier Receipt
 - iv. Supplier's certificate for dispatch/Excise Duty/Sales tax
 - v. Inspection Certificate of Q.A. (Payable Copy)
 - vi. Insurance Receipt / Policy Copy
 - vii. Consignee Receipt in the enclosed proforma
 - viii. Warranty Certificate for 2 years
12. Performance security : M/s H.M.Pipes Pvt Ltd, A-95, Suraj Nagar (East), Civil Lines, Jaipur has submitted Performance Bank Guarantee No:JPR/HMP/07/09 Dt 30-07-2007 For Rs.12,58,000/- issued by Allahabad bank, M.I.Road, Jaipur Branch, Jaipur with Validity up to 30-07-2010.
13. Paying Authority : As per **Annexure B**
The paying authority shall release the payment only on the basis of ink signed copy of P.O. and on submission of all the documents as per para.11
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 actual on production of original vouchers.
16. Certificate about availability of funds : Funds are available

17. Head of Account : 1141105 Cable
18. Technical Specifications : As per BSNL technical specification of TE. No. CGMP/CHI/OF ACCESSORIES TENDER/2006-07 Dt. 07-09-2006 opened on 04-10-2006
19. Conditions of contract :
1. As contained in General and special conditions of contract of TE. No: CGMP/CHI/OF ACCESSORIES TENDER/2006-07 Dt.07-09-2006 opened on 04-10-2006
 2. The supplies shall be spread evenly over the delivery period for the supply of complete package of goods as detailed in clause-6 of this PO. The period shall be reckoned as per the delivery schedule indicated in Annexure-B and the supply position will be intimated to this office. The supplier shall ensure that the complete package of materials ordered for consignee wise in the purchase order shall be supplied in one lot before payments are effected.
 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 PLB HDPE pipes & accessories 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.**

Encl: Annexure A & B

Copy forwarded for information & necessary action to:-

1. M/s H.M.Pipes Pvt Ltd, A-95, Suraj Nagar (East), Civil Lines, Jaipur 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, Jaya Nagar, Bangalore.
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 H.M.Pipes Pvt Ltd, A-95, Suraj Nagar (East), Civil Lines, Jaipur****P.O.NO. CGMP/CHI/LPO/PLB-TENDER/2006-07/II/74****DATED 03-08-2007**

| Sl.No | Item | Quantity | Unit | Cost/unit | Total Cost-Rs |
|--------------|---------------------------|-----------------|-------------|------------------|----------------------|
| 1 | PLB 1km coil | 710 | km | 31146.62 | 22,114,100.20 |
| 2 | PLB 200mt coil | 80 | km | 31933.98 | 2,554,718.40 |
| 3 | Push-fit coupler | 6,320 | Nos | 44.39 | 280,544.80 |
| 4 | End Plug | 3,160 | Nos | 15.59 | 49,264.40 |
| 5 | Cable sealing Plug | 1,580 | Nos | 17.99 | 28,424.20 |
| 6 | C-Spanner* | 31 | Nos | 0 | 0 |
| 7 | Duct-Cutter* | 31 | Nos | 0 | 0 |
| | | | | Total | 25,027,052.00 |
| | | | | Say | 25,027,052.00 |

*C-Spanner & cutter to be supplied free of cost as per tender.

(Rupees two crores fifty lakhs twenty seven thousand and fifty two only)

Divisional Engineer (MM)
For CGM Projects, Chennai

ANNEXURE – B**Consignee/ultimate consignee details given separately.****(ONE PAGES)**

Annexure-C

SPECIFICATIONS AS PER TENDER CONDITIONS.

1. The PLB HDPE duct shall be supplied in a continuous length in coil form for shipping and handling process and should be supplied in coils of 1000 meters /200mt coils as per Annexure-A
2. The minimum inner bending diameter of the coiled duct shall be 25 times the outer Diameter of the duct.
3. The pipes fitted with end caps at both ends of the Duct Coil after manufacturing shall be delivered at the site in the same condition.
4. The BSNL symbol and the name "BHARAT SANCHAR NIGAM LIMITED" should be marked with indelible ink on the pipe at every one metre. Sample marking as shown below: BSNL symbol, BHARAT SANCHAR NIGAM LIMITED , Long Distance/Access Net Work, Manufacturers Name, Date of Manufacturing, Specific Serial Number of the Duct. This marking should be repeated at every metre and shall be marked with a Very Contrasting Colour of the duct.
5. The pipes should be supplied in 8 different colours as per the requirement given in Annexure-B
6. The inner layer of the solid Permanent Lubricant shall be continuous all through, white in colour, clearly visible in cross section of the duct and shall not come out during storage, Usage and through out the life of the duct.
7. With every lot of 25 KMs or lesser quantity of PLB HDPE pipes, one C-Spanner and One Duct Cutter shall be supplied by the supplier **at FREE of COST**. One replacement Blade shall be supplied along with each duct cutter.
8. All the accessories and tools required for jointing the ducts shall be supplied along with the Ducts.
9. PLB pipe to be supplied, will be strictly in accordance with the specifications laid down by the BSNL vide TEC NO:GR/CDS-08/02 NOV 2004 WITH LATEST AMENDMENTS and your TSEC approval No: TSEC/ND/CDS-08/02/078.May-2005 issued dated 24-05-2005 with validity up to 12-09-2007 & TSEC/ND/CDS-08/02/297 Nov 2005 issued dated 30-11-2006 with validity up to 31-12-2007. The approved Source & Grade of HDPE Resin is Reliance Grade RELENE D-16501 Designation PEELNA 50TO12(CACT Approved), Source & Grade of Inner Lubricant Material: Grade Plastilube 2KB 275000404 from M/s.Plastiblend India, and Source of Colour Master Batch: Grade RTC(different colours) from M/s.Plastichemix India. The supply shall be made only after QA (BSNL) have carried out necessary inspection/testing and approved the PLB pipe for supply to BSNL.

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

CONSIGNEE RECEIPT

Purchase Order No : _____

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

Certified that the above goods are received in good condition

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.