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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-II/2007-08/46**

**DATED 09-01-2008**

## **PURCHASE ORDER FOR THE SUPPLY OF PLB HDPE PIPES & ACCESSORIES**

1. Name & Address of the Contractor : M/s. Bali Industries,  
87, sidco Industrial Estate,  
Kappalur,  
Madurai-625 008  
Tel: 0452-2482761 Fax:0452-2483344
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/MM/PLB Tender-II/2007-08/1  
DATED AT CHENNAI 01-11-2007 And opened on 23-11-2007  
(ii). Your acceptance letter No:BI/07-08/STP/CH Dt 31-12-07 Recd  
on 02-01-2008
4. Purchaser's reference : APO.No CGMP/CHI/APO-Bali/PLB-TENDER-II/2007-08/39  
Dated 29<sup>th</sup> Dec, 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 **within 99days** from  
the date of PO i.e **on or before 17-Apr-08** inclusive of lead time  
of two weeks. 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. 10,89,89,076/-**  
**(Rupees ten crores eighty nine lakhs eighty nine**  
**thousand and seventy six only)** as per **Annexure A**. The  
unit prices given in Annexure are inclusive of all levies and all  
taxes i.e. Sales Tax, Central Excise, Packing, forwarding, freight  
and insurance, etc but excluding Octroi/Entry tax which will be  
borne by the purchaser as per actual, on production of proof of  
payment, wherever applicable
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/MM/PLB Tender-  
II/2007-08/1 DATED AT CHENNAI 01-11-2007 And opened on  
23-11-2007. 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% payment shall be released within 6 months from the date of supply of the equipment in case there are no damage/shortages. In those cases where such shortages/damages are intimated to the supplier in writing, the balance payment shall be released only after the cases are settled in accordance with the provision 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 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. This additional Bank Guarantee should be submitted to MM Cell O/o CGM Projects, Chennai-28 only.

(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 (ii) above.

(v) The following documents are to be presented to the paying authority along with the details while claiming payment.

1. Invoice clearly indicating break up of details of composite price i.e Basic, E.D, Sales Tax, any other Duties and Taxes, Freight/Packing Charges, Service Tax etc.

2. Delivery Challan

3. Supplier certificate for despatch

4. Excise gate pass / invoice or equivalent document.

5. Inspection certificate of QA

6. Copy of invoice of raw materials from the approved source as per the TSEC Specification to be submitted. The supplier shall enclose a certificate for purchase and utilization of raw materials purchased Batch wise from the approved source.

7. Consignee receipt as per the Proforma enclosed.

8. The sea freight receipt as per the rates approved by the Ministry of Water and Surface Transport, if any

9. Proof of payment of octroi/entry tax etc., if any.

"If the supplier fails to furnish necessary supporting documents i.e Excise/Customs Invoices etc. in respect of the Duties/Taxes which are CENVARIABLE, the amount pertaining to such Duties/taxes will be deducted from the payment due to the firm.

10. Warranty Certificate for 2 years

## 12. Performance security

M/s. Bali Industries, 87, sidco Industrial Estate, Kappalur, Madurai-625 008), has submitted Performance Bank Guarantee No: 09/2007 dated 31-12-2007 For Rs.54,49,500/-issued by Canara Bank, SME Branch, Vasantha Nagar, Madurai with Validity up to 31-12-2010.

## 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. and on submission of all the documents as per para.11
14. Issue of Form C : Not applicable.
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/MM/PLB Tender-II/2007-08/1 DATED AT CHENNAI 01-11-2007 And opened on 23-11-2007
19. Conditions of contract :
1. As contained in General and special conditions of contract of the PLB Tender mentioned above.
  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 consignee wise materials in the purchase order shall be supplied in one lot before payments are effected.
  3. As per clause 16.1 of Section-III of tender, the date of delivery of the stores stipulated in the acceptance of the tender should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, deliveries be 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 (as per clause 16.2 of Section-III of the tender). However, when supply is made within 21 days of the contracted original delivery period, the consignee may accept the stores and in such cases the provision of clause 16.2 will not apply.
  4. As per clause 16.2 of Section-III of the tender,
    - (i) Should the supplier fails to deliver the stores or any consignment there of within the period prescribed and agreed for delivery, the purchaser, without prejudice to other remedies available to the shall be entitled to recover, as agreed liquidated damages for breach of contract, a sum equivalent to 0.5% of the value of the delayed supply and/or undelivered material/supply for each week of delay or part there of for a period up to 10(TEN) weeks, and there after at the rate of 0.7% of the value of the delayed supply and /or undelivered material/supply for each week of delay or part there of for another TEN weeks of delay.
    - (ii) DP Extension beyond twenty weeks would not be generally allowed. The extension beyond twenty weeks may be decided in most exceptional circumstances on case to case basis, by the CGMP STP.
    - (iii) In the case of package supply/turn key projects, when the delayed portion of the supply materially hampers installation and commissioning of the systems, LD charges shall be levied as above on the total value of the concerned package of the purchase order.

(iv) Quantum of liquidated damages assessed and levied by the purchaser and decision of the purchaser there on shall be final and binding on the supplier, further the same shall not be challenged by the supplier either before arbitration tribunal or before the court. The same shall stand specifically excluded from the purview of the arbitration clause, as such shall not be referable to arbitration. However, when supply is made within 21 days of QA clearance in the extended delivery period, and the goods were despatched within this delivery period, the consignee may accept the stores and in such cases the LD shall be levied up to the date of dispatch after QA clearance only.

(v) The total value of the liquidated damages as per above sub-clauses shall be limited to a maximum of 12%(Twelve percent) i.e. LD shall be levied up to 20 weeks only as per provision at para (i). Quantum of Liquidated Damages assessed and levied by the Purchaser shall be final and not challengeable by the Supplier.

5. 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.

6. 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.

7. 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.

4. 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. Bali Industries, 87,sidco Industrial Estate, Kappalur, Madurai-625 008  
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-A/B

**ANNEXURE-A****M/s. Bali Industries, 87,sidco Industrial Estate, Kappalur, Madurai-625 008****P.O.NO. CGMP/CHI/LPO/PLB TENDER-II/2007-08/46 DATED 09-01-2008**

Sl.No	Item	Quantity	Unit	Cost/unit	Total Cost-Rs
1	PLB 1km coil	2,325	km	38,000.00	<b>88,350,000.00</b>
2	PLB 200mt coil	493	km	38,700.00	<b>19,079,100.00</b>
3	Push-fit coupler	16,384	No	81.00	<b>1,327,104.00</b>
4	End Plug	6,510	No	20.00	<b>130,200.00</b>
5	Cable sealing Plug	4,278	No	24.00	<b>102,672.00</b>
6	C-Spanner*	111	No	0	<b>0.00</b>
7	Duct-Cutter*	111	No	0	<b>0.00</b>
					<b>108,989,076.00</b>

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

**(Rupees ten crores eighty nine lakhs eighty nine thousand and seventy six only)****Paying Authority**

Unit wise		Quantity		Quantity in nos					Paying Authority
Sl. No.	DGM Unit	1Km coil w/o Rope (Total Kms)	200mt coil with Rope(Total in kms)	Couplers	End Cap	Cable Sealing Plug	C-Spanner*	Duct Cutter*	
1	Chennai	400		2,700	1,100	0	16	16	Sr.Accounts Officer, O/o.CGM Projects, Chennai-600 028
2	Madurai	229		835	554	689	9	9	
3	Salem	155		0	0	0	6	6	
4	Ernakulam	165		2,640	0	0	6	6	
5	Bangalore	242		1,700	300	0	9	9	
6	Mangalore	240		890	380	380	10	10	
7	Hubli	435		2,170	854	854	17	17	
8	Hyderabad	76		1,357	538	271	3	3	
9	Vijayawada	207		1,033	820	413	8	8	
10	Tirupathy	176		1,218	764	487	7	7	
11	TN Circle		200	1,141	600	484	8	8	Sr.Accounts Officer, Circle Telecom Stores Depot, Tirupalai, Madurai-625 014
12	AP Circle		293	700	600	700	12	12	CAO(Planning), O/o.CGM Telecom, Abids, Hyderabad
	<b>Total quantity</b>	<b>2,325</b>	<b>493</b>	<b>16,384</b>	<b>6,510</b>	<b>4,278</b>	<b>111</b>	<b>111</b>	

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

**ANNEXURE – B**

**Consignee/ultimate consignee details given separately.**

**(1 to 3 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/BG/CDS-08/02/234 OCT. 2006 Dated 26-10-2006 with validity 31-10-2009 for Colours Green, Orange, Blue, Violet, Grey, Yellow, Brown and Red colours. The approved Source & Grade of HDPE Resin is M/s.GAIL India Ltd, Grade-G-LEX E52U003 Designation PEELNA 50TO12(CACT Approved) , Source & Grade of Inner Lubricant Material: M/s.Prayag Polytech(P) Ltd, New Delhi and Source of Colour Master Batch: Grade 3651 from M/s.Prayag Polytech Pvt Ltd, New Delhi, Accessories approved by DGM QA Bangalore. Copy of invoice of raw materials from the approved source as per the TSEC Specification to be submitted. The supplier shall enclose a certificate for purchase and utilization of raw materials purchased Batch wise from the approved source along with the Bill(s) for payment. 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:

1. 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.
2. In case of materials received are found to be defective/broken or of substandard quality the consignees should report the details of such defect to the concerned QA wing with a copy of the letter to CGMP.