

11. Inspection

:24F 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 24F 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 cable 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. 4184ILG003807 dated 15-10-2007 for Rs.29,91,000/- issued from Punjab National Bank, AM-60, Shalimar Bagh, Delhi-110088 valid up to 14-10-2010 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 05-10-2007.
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 24F 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-A

ANNEXURE-A**M/s.AKSH OPTIFIBRE LIMITED,, Gurgaon 122 016****No:CGMP/CHI/LPO-24F/OF Cable Retender II/2006-07/34 DATED 25-10-2007**

PO NO.	Item	Unit Price in Rs./km	Qty in kms.	Total Amount in Rs.
1	24F cable	33,300.00	1796.00 KM	5,98,06,800.00
		TOTAL		5,98,06,800.00

(Rupees Five Crores ninety eight lakhs six thousand and eight hundred Only)**Note: FOR 24F CABLE:-**

- Standard Cable Length will be 4 km \pm 400 m.
 - For every 10 drums of 40 KM length 2 short length cables are permitted.
(DGM Unit wise for Project/Circle wise).
 - Payment of Short Length cables from 1500 m to 2500 m length will be discounted by 15%
 - Payment of Short Length cables from 2501 m to 3599 m length will be discounted by 10%
- Short length cables of less than 1500 m will not be accepted.

DGM UNIT WISE ISSUE DETAILS.

Sl.No	DGM Unit	24F cable in kms	Paying Authority
1	Chennai	148.00	Sr.Accounts Officer, O/o.CGM Projects, Chennai-600 028
2	Madurai	100.00	
3	Salem	150.00	
4	Ernakulam	148.00	
5	Bangalore	175.00	
6	Mangalore	152.00	
7	Hubli	156.00	
8	Hydrabad	336.00	
9	Vijayawada	200.00	
10	Tirupathy	231.00	
	GTotal	1,796.00	

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-24F/OF Cable Retender II/2006-07/34 DATED 25-10-2007

	DGM UNIT	Consignee Division	Ultimate Consignee -where materials to be Delivered	For Scheme Name	Total 24F cable -in kms	On or before 30-11-07	01-12-07 to 31-12-07	01-01-08 to 14-02-08
1	Chennai	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, Cromptet, Chennai-44. Ph:044-2238 6898.	Defence+Circle co works	100	50		50
		DE OFC Division,BSNL Towers, 25, Greenways Road, Chennai-28	SDE-Stores, MW Station-BSNL,GST Road, Tindivanam.Tel:044-2461 4661, 2461 9900	Circle Co works	48			48
2	Madurai	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	DDG-CNP-HR Kottai+Access work	30		30	
		Sri.R.Dushanthan,Divisional Engineer,Optical Fiber Cable Division, No.20/15 &16, I Floor, M.H.Complex, S.N.High Road, Tirunelveli – 627 001. Ph.No.0462– 2322401,2322402 Fax No.0462-2333402	Sri.R.Dushanthan,Divisional Engineer,Optical Fiber Cable Division, No.20/15 &16, I Floor, M.H.Complex, S.N.High Road, Tirunelveli – 627 001. Ph.No.0462–2322401,2322402 Fax No.0462-2333402	Kulasekarapura m-Manakavilai 12km+NGL-Stu 18km	30			30
		Sri.M.Rajaram Pandian,Divisional Engineer, Transmission Projects Division, No.20/15&16, I Floor, M.H Complex, S.N High Road, Tirunelveli -627 001. Ph.No 0462-2336980,2336880 Fax No.0462-2336773	Sri.M.Rajaram Pandian,Divisional Engineer, Transmission Projects Division, No.20/15&16, I Floor, M.H Complex, S.N High Road, Tirunelveli -627 001. Ph.No 0462-2336980,2336880 Fax No.0462-2336773	Tenkasi-Puliangudi	40	40		
3	Salem	Shri. R. Thinagarajan, Divisional Engineer Telecom, Access Network Projects, 2nd Floor, Type V Quarters, Telephone Exchange Compound, Ganapathy, Coimbatore – 641 006. Ph:- 0422 – 2532400 / 2536610	Shri. R. Thinagarajan, Divisional Engineer Telecom, Access Network Projects, 2nd Floor, Type V Quarters, Telephone Exchange Compound, Ganapathy, Coimbatore – 641 006. Ph:- 0422 – 2532400 / 2536610	CCO/DLC	10	10		

		Shri. Mathiazhan, Divisional Engineer Telecom, Microwave Project, Type V Quarters, Ground Floor, Telephone Exchange Compound, Ganapathy, Coimbatore – 641 006. Ph:- 0422 – 2531740 / 2531741	Shri. Mathiazhan, Divisional Engineer Telecom, Microwave Project, Type V Quarters, Ground Floor, Telephone Exchange Compound, Ganapathy, Coimbatore – 641 006. Ph:- 0422 – 2531740 / 2531741	CCO	76		76	
		Shri.Balasubramanian, Divisional Engineer Telecom, OFC Projects, No. 32, Valmiki Street, Subramania Nagar, Salem – 636 005,Ph:- 0427 – 2441466 / 2441566.	Shri.Balasubramanian, Divisional Engineer Telecom, OFC Projects, No. 32, Valmiki Street, Subramania Nagar, Salem – 636 005,Ph:- 0427 – 2441466 / 2441566.	AP	40		40	
		Shri. L. Natarajan, Divisional Engineer, OFC Projects, Division–II, No. 17/71-A, Elluppur Road, Ramakrishna Nagar, Kallukuzhi, Trichy–620 020. Ph:0431–2411809.	Shri. L. Natarajan, Divisional Engineer, OFC Projects, Division–II, No. 17/71-A, Elluppur Road, Ramakrishna Nagar, Kallukuzhi, Trichy–620 020. Ph:0431–2411809.	CCO	24	24		
4	Ernakulam	Divisional Engineer, Transmission Projects, Ernakulam	Shri Sibyrj SDE(09447609960)/Shri.M.K. Phareed, JTO (09495315774)Store Godown,Transmission Projects,Circle Store Depot(CTSD),Gandhi Nagar,Cochin 682011	AP	52	52		
		Divisional Engineer, Transmission Projects, Kozhikode	Smt.P.M. Sudha SDE (094474 81234)/Shri. N.M. Noufal JTO(09447424647)Transmission Project Godown, Medical College Road, Pottammal Jn, Nellikode, Kozhikode 673017	AP	48		48	
		Divisional Engineer, Transmission Projects, Trivandrum	Shri.S.Vinod SDE (9447461233)/Shri. A.Biju JTO, (9447495551) Transmission Project Godown,Near MarIvanios College, Nalanchira,Trivandrum 695 015	APCO	48		48	
5	Bangalore	DE TP Bangalore	Divisional Engineer Telecom, Telecom Projects, WMS Compound, 4th Floor, Sanchar Complex, 9th Main, 47th Cross, 5th Block, Jayanagar, Bangalore- 560041.	Chikkaballapur-Andhra border (Under GQ)	68	68		
		DE OFP Bangalore	Divisional Engineer Telecom, Optical Fibre projects, WMS Compound, 4th Floor, Sanchar Complex, 9th Main, 47th Cross, 5th Block, Jayanagar,Bangalore-560041.	Defence works	52		52	
		DE OFP Mysore	Divisional Engineer Telecom, Optical Fibre Projects, 2nd Floor, Telephone Exchange, Hardingi Circle, Nazarbad, Mysore-10	Hunsur-Periyapatna-Kushalnagar	55	55		

6	Mangalore	DE, TPD, Mangalore	Sub Divisional Engineer (HQ), BSNL, O/o Divisional Engineer Telecom, Ladyhill Store Godown, Lady hill, Mangalore-06 Ph : 0824-2441800, Fax : 0824- 2441198	Udupi - Kundapur78km +Kadri - Moodabidri- karkala 65km+Ullal - Konaje 10km	152	100	52	
7	Hubli	DE OFP HUBLI	Divisional Engineer Telecom,Optical Fibre Projects,Jeewargi M/W Station,Gulbarga dist,ph: 0836- 2250460,9448050460	Hattikuni- Handargi	24		24	
		DE TP HUBLI	Divisional Engineer Telecom,Telecom Projects,Doddawada M/W Station,Doddawada,Belgaum dist,Ph: 0836- 2251001,9448379630	Hubli-Gadag- Koppal	132	100	32	
8	Hydrabad	Divisional Engineer OFC Optical Fibre Cable Projects Hyderabad 040 24041151 9490000159 FAX 24041162	Sub Divisional Engineer Optial Fibre Project Project C/o Telephone Exchange Nandigaon Near Shadnagar, Mahaboobnagar Dist 9490000162	Hyderabad- Beechpally	48		48	
		Divisional Engineer Transmission Projects Hyderaabad 040 27633580 9490000180 FAX 27662380	Sub Divisional Engineer Optial Fibre Project Project C/o Telephone Exchange Pebbair	Hyderabad- Beechpally	104		44	60
		Divisional Engineer OFC Optical Fibre Cable Projects Hyderabad 040 24041151 9490000159 FAX 24041162	Sub Divisional Engineer Optial Fibre Project Project C/o Telephone Exchange Isnapur Medak Dist 9440731728	Hyderabad- Sangareddy	64			64
		Divisional Engineer Microwave Survey Division Hyderaabad 040 27633580 9440059899 FAX 27662380	Sub Divisional Engineer Microwave Survey Division C/o Telephone Exchange Bhongir Nalgonda Dist 9490000174	Hyderabad- Bhongir	24		24	
		Divisional Engineer OFC Optical Fibre Cable Projects Hyderabad 040 24041151 9490000159 FAX 24041162	Sub Divisional Engineer Optial Fibre Project Project C/o Telephone Exchange Nandigaon Near Shadnagar, Mahaboobnagar Dust 9490000162	Parkal- Mulugu	52			52
		Divisional Engineer OFE Optical Fibre Equipment Division Hyderabad 040 24061166 9440059915 FAX 24160853	Sub Divisional Engineer Optical Fibre Equipment Division C/o Telephone exchange Isnapur Medak Dist 9490000168	OLAN Routes in Medak SSA	44		44	
9	Vijayawada	DE OFC Rajahmundry	Sub Divisional Engineer, Optical Fibre Cable Projects, C/o.Telephone Exchange, TUNI. A.P. Ph.No: 0883/2464500 (DET) 2442326 (SDE) Mobile No.: 94900-00128 (DET) 94900-00131 (SDE) FAX No.: 0883-2462690	NAP	88			88

		DE OFC Visakapattinam	Sub Divisional Engineer, Transmission Project, Store Godown, M.V.P. Colony, Beach Road, Visakhapatnam-17. Ph. No.: 0891-2524748 (DET) 2524474 (SDE) Mobile No.: 94900-00135 (DET) 94900-00136 (SDE) FAX No.: 0891-2524277	Yelamachili - Atchutapuram - Anakapalli 36km+Anantha giri - Araku 30km+Mindi - Gopalapatnam 45km	112		40	72
10	Tirupathi	DE,OFCP,TIRUPATI	Sub Divisional Engineer, OFC Projects, BSNL, C/o OFC Station, Chittoor. Ph No:0877-2230450 Cell No:9490000197	Palamaner - V.Kota - Kuppam	40			40
		DE,OFCP,Karnool	Sub Divisional Engineer, OFC Projects, Microwave Station, Near Nandyal Check Post, Kurnool, Ph : 08518-249900 Cell:9490000202	Beechupalli SAR Station - Kurnool	76		40	36
		DE, TP, Ananthapur	Sub Divisional Engineer, Transmission Projects, M/W Tower Compound, Gooty Road, Ananthapur. Ph :08554-232444 (DE), Cell No:9490000206 (DE)	Ananthapur - Uravakonda	76			76
			Sub Divisional Engineer, OFC Projects, C/o Telephone Exchange, Uravakonda, Ananthapur Dist Ph: 08554-232744, Cell: 9440424142	Uravakonda - Bellary	39			39
					1796	499	602	695

**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.