



10. Mode of Transport : By Road.
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. Tamilnadu Telecommunications Limited, Chennai has furnished performance bank guarantee No. ILG 8107 dated 24-10-2007 for Rs.8,33,000/- issued by Punjab National Bank, Anna Salai Branch, 15-General Patters Road, Chennai-2 valid up to 04-10-2010 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 per tender mentioned in Clause-3 above and as per APO in clause 4 above.  
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. TAMILNADU TELECOMMUNICATIONS LTD., No. 16, First Floor, Aziz Mulk 3rd Street, Thousand Lights, Chennai 600 006 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. TAMILNADU TELECOMMUNICATIONS LTD., Chennai 600 006.****CGMP/CHI/LPO-24F/OF Cable Retender II/2006-07/37****DATED 27-10-2007**

PO NO.	Item	Unit Price in Rs./km	Qty in kms.	Total Amount in Rs.
1	24F cable	<b>33,300.00</b>	<b>500.00 KM</b>	<b>16,650,000.00</b>
		<b>TOTAL</b>		<b>16,650,000.00</b>

**(Rupees one crore sixty six lakhs fifty thousand 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	Total 24F cable Ordered in kms	Paying Authority	Delivery Date
1	Vijayawada	140.00	Sr.Accounts Officer, O/o.CGM Projects, Chennai-600 028	<b>On or before 07-12-2007</b>
2	AP Circle	230.00	CAO(Planning), O/o.CGM Telecom, Abids, Hydrabad	
3	TN Circle	34.00	Sr.Accounts Officer, Circle Telecom Stores Depot, Tirupalai, Madurai-625 014	
4	Chennai Telephone District	96.00	Sr.Accounts Officer(Store Bill), O/oDGM(F&A),(Plg&Admn), No- 2,Kushkumar Road, Nungambakkam, Chennai-600 034.	
	<b>Total</b>	<b>500.00</b>		

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

**ANNEXURE-B****M/s. TAMILNADU TELECOMMUNICATIONS LTD., Chennai 600 006.****CGMP/CHI/LPO-24F/OF Cable Retender II/2006-07/37****DATED 27-10-2007**

Sl.No	DGM UNIT	Consignee Division	Ultimate Consignee - where materials to be Delivered	For Scheme Name	Total 24F cable -in kms
1	Vijayawada	DE OFC Rajahmundry	Sub Divisional Engineer, Optical Fibre Cable Projects, Lalacheruvu T/E Store Yard, Rajahmundry-533101. Ph.No: 0883/2464500 (DET) 2460600 (SDE) Mobile No.: 94900-00128 (DET) 94900-00129 (SDE) FAX No.: 0883- 2462690	Rajahmundry - Morampudi Jn - Rajanagaram - Rangampeta - Peddapuram - Divili - Pithapuram - Chebrolu - Durgada - Tuni	<b>64</b>
		DE OFC GUNTUR	Sub Divisional Engineer, Optical Fibre Project, C/o.Microwave Station, Budampadu, Guntur. A.P. Ph.No: 0863/2248201 (DET) 2248162 (SDE) Mobile No.: 94900-00116 (DET) 94900-00117 (SDE) FAX No.: 0863- 2248001	Perecherla - Phirangipuram 14km+Phirangipuram - Solasa - Nadendla - Chilakaluripet 18km+Amaravathi - Thyalluru - Peddakurapadu - Gudipudi - Sattenapalli42km	<b>76</b>
2	AP Circle	SDE(MM),H.No-3-3-3,LB Nagar, Hyderabad-74, Ph:040- 24034636	SDE(MM),H.No-3-3-3,LB Nagar, Hyderabad-74, Ph:040-24034636	AP Circle schemes	<b>230</b>
3	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	TN Circle Schemes	<b>34</b>
4	Chennai Telephone District	SDE-Stores, Super B-V, Thiru- Vi-Ka Industrial Estate, Guindy, Chennai-32	SDE-Stores, Super B-V, Thiru-Vi-Ka Industrial Estate, Guindy, Chennai-600 032. Ph:044-2234 1552, Cell:0- 9444979756, fax:044-2234 2559	CTD works	<b>96</b>
<b>Total</b>					<b>500</b>

**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.**