



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**

PO No.CGMP/CHI/LPO/SC PC Tender/2007-08/33

Dated 23rd July, 2008

PURCHASE ORDER FOR THE SUPPLY OF SC TYPE PATCH CORDS, PIG TAILS & CONNECTORS

1. Name & Address of the Contractor : **M/s.APA Optronics (India) Pvt. Ltd.,
A-2,SDF,NSEZ,NOIDA-201305,

Ph: 0120-2463229,
Fax:0120-2463231**
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.
CGMP/CHI/MM/SC-PC Tender/2007-08/
DATED AT CHENNAI 04-02-2008 opened on 03-03-2008
(ii).Your acceptance letter Nil Dated 02-07-2008
Recd on 09-07-2008
4. Purchaser's reference : APO.No CGMP/CHI/APO/SC PC Tender/2007-08/28
Dated 24th June, 2008
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 **17-10-2008**
inclusive of lead time. The delivery schedule indicated herein
is firm and not subjected to any change. Delivery Schedule is
given in the annexure. Any slippage in the delivery will
attract levy of LD. However the supplier is permitted to
prepone the supply
7. Prices : Total value of the order shall be **Rs. 32,34,662/-
(Rupees thirty two lakhs thirty four thousand six
hundred and sixty 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 : SC Type Patch Cords, Pig Tails and Adapters developed /
supplied will be strictly in accordance with the tender
TE. No. CGMP/CHI/MM/SC-PC Tender/2007-08/ DATED
AT CHENNAI 04-02-2008 opened on 03-03-2008. The
materials 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 material is to be supplied as a package. The supplier shall submit the bill for payment for the complete package of materials 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.
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. 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 despatch by road/rail.
 9. Proof of payment of octroi/entry tax etc., if any.
 10. "If the supplier fails to furnish necessary supporting documents i.e Excise/Customs Invoices etc. in respect of the Duties/Taxes which are CENVATABLE, the amount pertaining to such Duties/taxes will be deducted from the payment due to the firm."-with reference to clause 22.2b (i) to (v) of Section-II.
 11. warranty certificate for two years.

12. Performance security

:M/s.APA Optronics (India) Pvt. Ltd.,A-2,SDF,NSEZ,NOIDA-201305, have furnished performance bank guarantee

No.21/368 dt. 02-07-2008 for Rs.1,61,800/- issued by Central Bank Of India, Noida, valid upto 30-06-2011 being 5% value of the SC Type Patch Cords & Pig Tails & Adapters. 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 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 actuals 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 the tender no: CGMP/CHI/MM/SC-PC Tender/2007-08/ DATED AT CHENNAI 04-02-2008 opened on 03-03-2008.

19. Conditions of contract

1. As contained in General and special conditions of contract of the 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 the materials 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.APA Optronics (India) Pvt. Ltd., A-2, SDF, NSEZ, NOIDA-201305
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.APA Optronics (India) Pvt. Ltd., A-2, SDF, NSEZ, NOIDA-201305****FOR THE SUPPLY OF SC TYPE Patch Cords, Pig Tails and Adapters****PO No.CGMP/CHI/LPO/SC PC Tender/2007-08/33****Dated 23rd July, 2008**

Item No as per tender	Item Description	Approved Rate/Unit-Rs	Quantity in Nos	Total Cost-Rs
3	SC PC Pigtails-10m	163.39	8,511	1,390,612.29
	SC PC Pigtails-15m	200.35	760	152,266.00
	SC PC Pigtails-20m	237.31	986	233,987.66
4	SC Patch cards-10m	247.58	2,740	678,369.20
	SC Patch cards-15m	284.54	180	51,217.20
	SC Patch cards-20m	321.50	630	202,545.00
5	SCPC-FCPC patch cards-10m	247.58	550	136,169.00
	SCPC-FCPC patch cards-15m	284.54	50	14,227.00
	SCPC-FCPC patch cards-20m	321.50	150	48,225.00
6	SC Adopter 0dB	36.66	8,921	327,043.86
	Total cost			3,234,662.21
	Say			32,34,662.00

Cost Breakup for each item.

Item No (As per Tender)	Item/Material	Basic Price	ED @ 14.851%	Sales Tax @ 2%	Total /unit-Rs
3	SC-PC Pigtail-10mt	139.48	20.71	3.20	163.39
4	SC-PC Patch cord-10mt	219.79	32.64	5.05	257.48
5	SC-FC Patch cord-10mt	211.34	31.39	4.85	247.58
6	SC Adopter 0dB	31.29	4.65	0.72	36.66
	Patch Cords Addl 5 mt length	31.55	4.69	0.72	36.96
	Pig Tails Addl 5 mt length	31.55	4.69	0.72	36.96

ANNEXURE – B
ULTIMATE CONSIGNEE DETAILS

M/s.APA Optronics (India) Pvt. Ltd., A-2, SDF, NSEZ, NOIDA-201305

PO No.CGMP/CHI/LPO/SC PC Tender/2007-08/33

Dated 23rd July, 2008

SI No	DGM UNIT	SC PC Pigtails-10m	SC PC Pigtails-15m	SC PC Pigtails-20m	Sc Patch Cords-10m	Sc Patch Cords-15m	Sc Patch Cords-20m	SCPC-FCPC Patch Cords-10m	SCPC-FCPC Patch Cords-15mt	SCPC-FCPC Patch Cords-20mt	SC Adopter OdB	Consignee office address	Ultimate consignee where material to be delivered with Phone no/Fax no	Total Cost-Rs	
1	CHENNAI	500			400						800	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.	210,055.00	
2	MADURAI		300				30				300	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	80,748.00	
3	SALEM	250		50								Divisional Engineer, OFC Projects, No.32, Subramania Nagar, Valmiki Street, Salem. Ph 0427 2441466; Fax: 2441539	Divisional Engineer, OFC Projects, No.32, Subramania Nagar, Valmiki Street, Salem. Ph 0427 2441466; Fax: 2441539	52,713.00	
4	BANGALORE	875			710	100	190	200	50		1065	DE,TP,4th Floor, Sanchar Complex, WMS Compound, 9th Main, 47th Cross, Jayanagar-5th Block, Bangalore-41. Ph:080-26638500, 26638299 Mobile:9448467282	DE,TP,4th Floor, Sanchar Complex, WMS Compound, 9th Main, 47th Cross, Jayanagar-5th Block, Bangalore-41. Ph:080-26638500, 26638299 Mobile:9448467282	511,072.95	
5	MANGALORE	530	260		130		290				150	1000	Divisional Engineer, Telecom Project, III Floor, Mineral House, Hampankatta, Mangalore-01. Ph. No. 0824-2441300, Fax No. 0824-2441198	Sub Divisional Engineer (Hq), O/o Divisional Engineer, Telecom Project, Lady Hill Storte Godown, Ladyhill Mangalore-01, Ph. No. 0824-2441599, Fax No. 0824-2441198	348,993.10

6	HUBLI	725			350						850	Divisional Engineer Telecom,Optical Fibre Projects,Jeewargi M/W Station,Gulbarga dist,ph: 0836-2250460,9448050460	Divisional Engineer Telecom,Optical Fibre Projects,Jeewargi M/W Station,Gulbarga dist,ph: 0836-2250460,9448050460	273,408.75
7	HYDERABAD	2000		400	400						2000	Divisional Engineer, Optical Fibre Equipment Division, GPO Building, 3rd Floor, ABIDS, Hyderabad-1 Ph:040-24601166 Cell-9490000181	Divisional Engineer, Optical Fibre Equipment Division, GPO Building, 3rd Floor, ABIDS, Hyderabad-1 Ph:040-24601166 Cell-9490000181	594,056.00
8	NIB-II HYDERABAD	1381	200	400	300						120	Divisional Engineer Transmission Projects Hyderabad Mobile no 9490000180	Divisional Engineer Transmission Projects Hyderabad Mobile no 9490000180	473,489.59
9	VIJAYAWADA	1250		136	300	80					200	Divisional Engineer, Optical Fibre Cable Projects, 59-15-2, P&T Colony, Rajahmundry - 533 105 Ph.No: 0883/2464500 (DET) 2460600 (SDE) Mobile No.: 94900-00128 (DET) 94900-00129 (SDE) FAX No.: 0883-2462690	Divisional Engineer, Optical Fibre Cable Projects, 59-15-2, P&T Colony, Rajahmundry - 533 105 Ph.No: 0883/2464500 (DET) 2460600 (SDE) Mobile No.: 94900-00128 (DET) 94900-00129 (SDE) FAX No.: 0883-2462690	421,557.86
10	TIRUPATHI	1000			150						1856	Divisional Engineer, OFC Projects, 6-12-6, Kanakabhushanam Layout, Tirupati Chittoor (Dist), Andhra Pradesh Ph:0877-2230250, Cell No:9490000193, Fax No: 0877-2232750	Divisional Engineer, OFC Projects, 6-12-6, Kanakabhushanam Layout, Tirupati Chittoor (Dist), Andhra Pradesh Ph:0877-2230250, Cell No:9490000193, Fax No: 0877-2232750	268,567.96
	TOTAL	8511	760	986	2740	180	630	550	50	150	8921			3,234,662.21
	SAY													3,234,662.00

Paying Authority: For all the above consignees, the Paying Authority is "Sr.Accounts Officer, O/o.CGM Projects, Chennai-600 028".

(Rupees thirty two lakhs thirty four thousand six hundred and sixty two only)

SPECIFICATIONS AS PER TENDER CONDITIONS.

Single Mode Optical Fibre Jumper (Patch cord & Pig Tails) SC-PC(Type-I) & SC-APC(Type-II) and Adapters SC-PC(Type-I) & SC-APC(Type-II) and Hybrid Jumpers	GR/OFJ-02/01.MAY2004
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**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
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.

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