

TRANSMISSION CORPORATION OF TELANGANA LIMITED

From
Chief Engineer,
Lift Irrigation Schemes,
TSTRANSCO,
Vidyut Soudha,
HYDERABAD – 500 082.

To
M/s.Rahul Cables Pvt Ltd.
1st Floor, Aurora Towers,
M.G Road
Pune - 411001
JV with
M/s. LS Cable & System Ltd,
(12-16F), LS Tower,
1026-6, Hogye-Dong,
Dongan-gu, Anyang-si,
Gyeonggi-do, Korea

P.O.No. 358 /OM - 01 /CE/LIS/SE(LI)/DE3(LIS)/AE/Markook XLPE /D.No. 361 /2019,

Dt : 22.08.2019

Sir,

Sub:- Tender Specification No. **e-TSTLI-01/2019**–Supply & Erection of 220kV, 1000 Sq.mm XLPE Cable end terminations along with accessories and Erection/Laying of 220kV, 1000 Sq.mm XLPE Single Core Cable at 220/11kV Markook SS under Package-14 of Kaleshwaram Lift Irrigation Scheme in Siddipet district on Turnkey basis - Detailed **Supply** Purchase Order - Issued.

Ref: 1) Tender Specification No. e-TSTLI-01/2019
2) Your offer on e-procurement platform dated 09.04.2019
3) LOI-CE(LIS)/SE(LIS)/DE3 /AE/Markook XLPE/D.No.268/2019, Dt. 18-06-2019.

* * *

I, acting for and on behalf of and by the order and direction of the Transmission Corporation of Telangana Limited (herein after referred to as 'TSTRANSCO'), accept your offer in the reference (2) cited, for Supply & Erection of 220kV, 1000 Sq.mm XLPE Cable end terminations along with accessories and Erection/Laying of 220kV, 1000 Sq.mm XLPE Single Core Cable at 220/11kV Markook SS under Package-14 of Kaleshwaram Lift Irrigation Scheme in Siddipet district on Turnkey basis as per the terms and conditions of Specification No. e-TSTLI-01/2019 and award for Supply at a total value **Rs. 4,46,63,162.41 (Rupees Four Crores Forty Six Lakhs Sixty Three Thousand One Hundred Sixty two and Forty one Paise only)** as detailed in the schedule enclosed, subject to the conditions set out in this order. This order confirms the Letter of Intent issued vide office letter (3) cited.

2. SCOPE:

This order relates to the Supply of 220kV, 1000 Sq.mm XLPE Cable end terminations along with accessories at 220/11kV Markook SS on Turnkey basis in Siddipet district as per the terms and conditions of Specification No. e-TSTLI-01/2019 , except those modified in this Order. GST @ 12% is added to the rates indicated in Schedule-A appended to this Order are for supply of Equipment/Material as per your offer vide reference (2nd) cited. The material/equipment to be supplied by you shall be delivered at the place of work site. The Material/Equipment to be

supplied, if any at later date by TSTRANSCO are to be taken delivery from TLC Stores at Erragadda and shall be transported to site by you at your cost. Any surplus material to be returned by you shall also be devoluted at TLC Stores, TSTRANSCO at your cost.

The Contractor shall supply of 220kV Cable end terminations suitable to the 220kV Cable to be supplied by TSTRANSCO.

ABSTRACT OF SCHEDULES:

Sl. No.	Description	Amount
1	Schedule – A (Supply of Material/Equipment)	Rs. 4,46,63,162.41

The accepted tender percentage is **5.65 % (Less)**.

3. GENERAL CONDITIONS:

Except where otherwise agreed to in this Purchase Order, all the terms and conditions stipulated in the Specification No. e-TSTLI-01/19 are binding on you and these shall form part of this contract.

4. STANDARD :

The Material/ Equipment to be supplied under the Contract shall be in accordance with the Tender Specification and the latest scientific and technical standards.

5. PRICES :

The rates for Equipment & Material covered in Schedules-A are **firm** on all accounts such as increase in quantity of Equipment / Material over that provided in the contract, execution of Contract beyond the scheduled completion/ delivery period for whatever reasons, increase in the rates of material and labour both during and beyond the completion period etc.

The estimates / Schedules are prepared with prices FADS inclusive of packing and forwarding, seignorage charges and other legally permissible duties and levies wherever applicable, handling charges to cover the transport from destination to site / stores, unloading at destination and insurance (transit and storage at site including erection risks)

6.1 TAXES AND DUTIES:

The prices indicated in Schedule-A are firm and are inclusive of all taxes & duties, Freight & Insurance and all other incidents.

The Contractor shall be entirely responsible for payment of all taxes, levies, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. The contractor shall pay all types of fees, levies, taxes, duties etc. required to be paid by any National or State statute, ordinance or other law or any regulation or bye-laws of any local or other duly constituted authority in relation to the execution of works and by the rules and regulations of all Public bodies and companies whose property or rights are affected or may be affected in any way of the works.

The contractor shall in compliance with the above keep the Purchaser indemnified against all such penalties and liability of every kind for breach of any statute, ordinance or law, regulation or bye-law. Nothing in the Contract shall relieve the contractor from his responsibility to pay any tax that may be levied by the Government on the turnover / profits etc., made by him in respect of the Contract.

In case of bought out items for which the prices are inclusive of taxes, statutory variation is not applicable on those taxes and duties. For this purpose, bought item means the material / equipment not manufactured by the bidder. i.e. Statutory variation will be applicable for the taxes and duties involving direct transaction between the bidder and TSTRANSCO only and not for the taxes and duties between bidder and his sub-vendors.

6.2 Income Tax:

Income tax at applicable rates as on the date of release of payment will be deducted from the gross bills as per the Income Tax Act.

6.3 INSURANCE:

The prices quoted by the bidder shall include insurance charges for transit, storing and erection risks materials and insurance for labour as per the labour laws in vogue.

The Goods supplied under this Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery and erection. The insurance shall be at least for an **amount equal to 110% of the cost of the goods** from "warehouse to warehouse (final destination)" and **storage up to commissioning** thereafter on "All Risks" basis including War Risks and Strike Clauses.

All the materials / equipment shall be insured by the contractor for loading, transit, unloading, storage and erection risks. Any insurance premium payable shall be borne by the contractor and shall cover the following risks also.

- a) Full cover against damage to other people's property
- b) Coverage against death or injury caused by the contractor's acts or omissions to:
 - i. Anyone authorized to be on the site.
 - ii. Third parties who are on the site.
- c) Full cover against theft and damage to the works and materials during transit, storage & construction, till to the commissioning and handing over of the project in full shape.

You shall have the insurance coverage as specified under Clauses (2.3), Section-II,

“Financial” Volume-I of Specification No.e-TSTLI-01/2019. All insurance premiums shall be borne by the Contractor.

6.4 STATUTORY VARIATION:

Any variation up or down in statutory levy or new levies introduced after Tender schedule sale opening date under this specification will be to the account of TSTRANSCO.

In cases where delivery schedule is not adhered to by the contractor and there is upward variation / revision after the agreed delivered date, the contractor will bear the impact of such levies and if there is downward variation / revision, TSTRANSCO will have to be given credit to that effect. For the variations beyond the scheduled completion period, the payment of taxes shall be limited to the tax rates applicable with in the scheduled completion period.

7.1 VARIATION IN QUANTITIES & SUPPLEMENTAL ITEMS:

The quantities indicated in Schedule-A (Materials / Equipment) are provisional only and are likely to vary during actual execution. Any other items not specifically mentioned in the tender specification / drawings but which are required for erection, testing and commissioning of Subject Project are deemed to have been included in the scope of the Contract, unless specifically excluded. When quantities of any item are likely to exceed beyond 25% over and above the scheduled quantity or any new items / supplemental items arise, the Contractor shall bring the fact to the notice of Chief Engineer/LIS well in advance and take prior orders for going ahead with the work. Without approval of this office, the Contractor shall not go ahead with the work wherever the increase in quantities exceeds beyond 25% over and above the scheduled quantities or any new items / supplemental items arise. The contractor is bound to execute/ supply all Increased / supplemental / new items that are found essential, incidental and inevitable during execution of the contract at the rates to be worked out as per the standard practice of TSTRANSCO.

7.2 Increase in Quantities:

The rates accepted for individual items of material / equipment covered in Schedule-A shall hold good even for any increase in agreement quantities as per actual quantities.

7.3 For Supplemental / New Items:

- i) For the items relating to the Schedule – A where the rate can be deduced from the estimate of TSTRANSCO / DISCOMS / common SSR, the rate applicable will be the estimated / SSR rate +/- tender percentage quoted/ accepted by the bidder. The schedule of rates adopted for supplemental items / new items shall be from the current SSR applicable during the execution period.
- ii) For the items relating to the Schedule-A where the rates of new items cannot be deduced from the estimate / SSR, the rate payable will be arrived based on the prevailing market rates duly enquiring / collecting quotations and observing the reasonableness of the rates by the Purchaser. Tender percentage is not applicable for these items.

8. TERMS OF PAYMENT:

A) All the payments will be made in the following proportion.

- i) 80% payment will be made within 30 days for the material / equipment supplied in complete shape subject to their delivery as per the schedule of work contained in the Bar Chart and on its receipt at destination stores/site in good condition (i.e from check measurement date in Form-13). The concerned AEE/LIS will receive the equipment /material in full shape at site and the concerned EE/Construction will do the check measurement and issue the Form-13. The check measurement shall be done within five days from the date of receipt of materials.
- ii) 10% payment will be made after erection of equipment / material.
- iii) Balance 10% payment will be made after commissioning of equipment /material.

B) The Contractor shall furnish the following documents in quadruplicate for arranging payment for the equipment / material supplied.

- a) Copies of the invoices showing Contract No., Goods description, quantity, unit price and total amount.
- b) Acknowledgement of receipt of material from consignee i.e. Form-13
- c) Acknowledgment of Consignee on Delivery Challan in original.
- d) Detailed packing list
- e) Documentary proof for the freight
- f) Copy of the Lorry receipt.
- g) Copies of Insurance Certificate / policies
- h) Test certificates approval and Dispatch clearance. (Not applicable for furniture, T&P and general items).
- i) Certificate certifying that the defects, if any, pointed out during inspection have been rectified
- j) The payments are subject to availability of Performance Security with a **validity of 60 months** as on the date of Check Measurement for proper fulfillment of performance obligations.
- k) No payments will be made for the supplies made prior to scheduled delivery date or for materials which are not in full shape.

8.1 Payments will be made through RTGS from TSTRANSCO funds or Bulk Load funds. An amount of Rs. 50/- will be recovered from the bill amount for each disbursement on LOA raised by unit officers towards RTGS. For payments, Bank charges etc. are to be borne by the contractor.

Bank account details for payment through RTGS system:

1. Name of the Bank : HDFC Bank Ltd.
2. Name of the Branch : Banjara Hills Branch, Hyderabad
3. Branch Code : 0521
4. City : Hyderabad
5. Account No. : 50200000985932
6. MICR No. : 500240002
7. IFSC No. : HDFC0000521
8. Income Tax PAN No. : AABCR4218B
9. GST Registration No. : 36AABCR4218B1ZV
10. Date of GST Registration : 28/06/2017
11. Place of GST Registration : TELANGANA

- 8.2 The performance guarantee to be executed in accordance with this specification will be furnished on a stamp as per TS Govt norms for a value of Rs.100/-. The Bank Guarantee will be extended if required suitably.
- 8.3 If the supplier has received any over payments by mistake or if any amounts are due to TSTRANSCO due to any other reason, when it is not possible to recover such amounts under the contract resulting out of this specification, TSTRANSCO reserves the right to collect the same from any other amount and / or Bank Guarantees furnished by the Contractor due to or with TSTRANSCO.
- 8.4 For the payment in advance before the “scheduled date of payment”, the vendors can directly access ED(Finance) requesting advance payment against the discount offered.

9. DELIVERY/COMPLETION PERIOD:

The delivery period for Supply of Material / Equipment for the subject works is 3 Months from the date of Letter of Intent.

All activities including submission of drawings for approval, arranging inspection of materials shall be completed in this period:

The detailed program for supplies i.e., PERT/BAR chart shall be given by the contractor in the kickoff meeting, which shall match PERT chart of works schedule (schedule B) as the same material are to be utilized for carrying out the works. The kickoff meeting will be held within 15 days from the date of issue of Letter of Intent. The contractor shall supply the Materials / Equipments as per the PERT/ BAR chart.

The contractor shall obtain clarifications related to all technical matters from Superintending Engineer/ LIS/Hyd-Rural

10. PENALTY FOR LATE SUPPLIES / COMPLETION :

10.1 The delivery period mentioned above is the essence of the Contract. Penalty will be levied as follows for delay in supply of equipment / material.

a) Penalties for delays in supply of material with in completion period:

In case of non-achievement of Targets of the scheduled supplies by the Contractor when compared with the BAR/PERT charts as accepted in the Kickoff meetings, whatever may be the reasons, the TSTRANSCO shall levy and collect the penalty @ 1% per month of value of non-achieved targets fixed in the Kickoff meeting. However if the supply is completed within the total scheduled completion period, the penalty recovered shall be released.

b) Penalties after overall completion period:

In case of delay in supply of material / equipment beyond overall completion period, whatever may be the reasons; TSTRANSCO shall levy and collect the penalty @ 0.5% per week of the delay on the delayed value of the Materials / Equipment.

However the sum of the penalties stated above are subject to a maximum of 10% of the total value of the Purchase Order. Once the maximum is reached, TSTRANSCO may consider termination of the Purchase Order.

The right of TSTRANSCO to levy penalty shall be without prejudice to its rights under the law including the right to get the balance supplies executed by other agencies at the risk and cost of the contractor. This is in addition to the right of TSTRANSCO to recover any damages from the contractor and also blacklisting.

In case the contractor fails to execute the supplies as per the program or in the opinion of purchaser, the supplies are progressing at a slow pace, TSTRANSCO reserves its right to get the balance supplies or part of balance supplies executed through other agencies at the risk and cost of the contractor. This is in addition to the right of TSTRANSCO to recover any damage from the contractor and also blacklisting.

11. PERFORMANCE SECURITY:

As per Clause (4.1), Section-II 'Financial' of Volume-I of the Specification, you are required to furnish performance security equal to ten percent (**10%**) of the value of Schedule –A within 15 days from the date of issue of **Letter of Intent**, for the proper execution / fulfillment of contract. Performance security for a value of Rs. 44,66,400.00, with a validity of 60 months over and above the completion period, with two months claim period thereafter.

The performance security shall be forfeited if you fail to fulfill the terms of the contract. You shall extend the validity of the performance security well in advance as and when required as per the terms of the contract as and when requested by TSTRANSCO.

12. PERFORMANCE GUARANTEE:

- i) The supplier warrants that the Goods supplied under the contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that the Goods supplied under this contract shall have no defect arising from design, material or workmanship (except in so far as the design or material is required by the Purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied Goods in the conditions obtaining in the country of final destination.
- ii) This warranty shall remain valid for 66 months after the Goods, or any portion thereof as the case may be, have been delivered at the final destination indicated in the Contract, or for 60 months from the date of commissioning, whichever period concludes later.
- iii) The Purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- iv) Upon receipt of such notice, the Supplier shall, within 60 days, repair or replace the defective Goods or parts thereof, without costs to the Purchaser from the port of entry to the final destination.

13. PAYING OFFICER:

The Paying Officer is Superintending Engineer/OMC Circle/TSTRANSCO/Sangareddy.

14. APPROVAL OF SUB-VENDORS FOR EQUIPMENT/MATERIALS AND APPROVAL OF GENERAL TECHNICAL PARTICULARS, DRAWINGS, BoMs ETC.

The material / equipment required for this project shall be invariably purchased from the manufacturers listed in the specification who have already supplied similar materials to TSTRANSCO and have proven performance.

15. QUALITY OF EQUIPMENT/MATERIAL:

Equipment/materials supplied by you shall be of good quality. You shall furnish samples and get them tested in the presence of the TSTRANSCO's Engineer/ representative. The materials shall be dispatched only after inspection, testing and approval by TSTRANSCO. The tests to be carried out on the equipment/ material shall be in accordance with Volume-II of the Specification/relevant IS/IEC etc.

16.1 Quality Assurance Plan:

You shall adhere to the Quality Assurance Plan. You shall maintain the quality standards as per specification and shall attend the remarks of TSTRANSCO Quality Control wing on top most priority without any reminders from TSTRANSCO.

16.2 Quality Control & Inspections:

The goods supplied under this contract shall conform to the standards mentioned in the Technical Specifications and when no applicable standard is mentioned, the standard specified by the Institution of Central/State Government or internationally recognized Institutions shall be applicable and such standards shall be of latest version issued by the concerned institution.

16.3 Inspections and Tests:

- i. The purchaser or his representative shall have access to the Contractor's or Manufacturer's work at any time during working hours for the purpose of inspecting and testing the materials during manufacturing of the materials / equipment and may select test samples from the materials going into plant and equipment.
- ii. The inspections and tests may be conducted in the premises of the manufacturer/supplier, at the point of delivery and/or at the final destination stores i.e. at site. Where tests are conducted in the premises of Manufacturer / supplier, all reasonable facilities and assistance including access to drawings and production data shall be furnished at no extra charge to the Purchaser.
- iii. Should any inspected or tested material fail to conform to specifications, the inspection officer may reject them and the Manufacturer / Supplier shall either replace the rejected material or make all alterations necessary to meet specification requirements free of cost to the Purchaser.
- iv. The Purchaser's right to inspect, test and where necessary, reject the material/equipment after their arrival at the site, shall in no way be limited or waived by reason of the material/equipment having been previously inspected, tested and passed by the Purchaser or his representative prior to the dispatch.
- v. The cost of any test shall be borne by the contractor, if such test is clearly intended by or provided for in the contract.

16.4 Cost of tests not provided for: TSTRANSCO may decide to conduct certain other tests not covered in this Specification on the materials to be supplied, by an independent person or agency at any place other than the site or the place of manufacture of the materials. The cost of such tests shall still to be borne by the contractor. If the tests show that the workmanship or quality of materials are not in accordance with the provisions of the contract the same may be replaced with new one conforming to Specification at Contractor's cost.

16.5 Quality of Material and Workmanship: All materials and workmanship shall be of the respective kinds described in the contract and in accordance with the Engineer's instructions and shall be subjected to change from time to time to such tests as the Engineer may direct at the place of manufacture or fabrication or on the site or at all

places or any such places. The contractor shall provide such assistance, instruments, machines, labour and materials that are normally required for examining, measuring and testing any work and the quality, weight or quantity of any materials used and shall supply samples of materials before incorporation in the works, for testing as may be selected and required by Engineer.

16.6 Cost of Samples: The contractor at his own cost shall supply all samples, if the supply thereof is clearly intended by or provided for in the contract.

16.7 The Engineer and any person authorized by him shall at all times have access to all workshops and places from where materials are being obtained and the contractor shall afford every facility and every assistance in or in obtaining the right to such access.

16.8 The Contractor / fabricator shall invariably use the steel angles manufactured by SAIL, VSP, TISCO, ISCO or any other TSTRANSCO approved re-rollers for the fabrication. The contractor shall offer inspection after fabrication of materials duly enclosing the readiness letter of the fabricator. The cost of 3rd party laboratory charges and any other testing charges and samples collection expenses are to the account of contractor. The fabricator/ re-roller shall furnish copies of evidence of procurement of raw materials from above steel angle manufactures (Copies of invoice, test reports shall be handed over to the inspecting officer).

17. EQUIPMENT/MATERIAL REQUIRED FOR THE WORK:

All the equipment/material required under the scope of this contract shall be supplied by you. The standards, workmanship and technical requirements of these equipment / materials shall conform to the relevant standards and Volume-II 'Technical Specification', of the specification No.e-TSTLI-01/2019.

18. GUARANTEED TECHNICAL PARTICULARS AND TYPE TESTS, MANUFACTURING CLEARANCE:

Within fifteen days of receipt of this order you are requested to submit the full particulars of materials to be supplied by you along with Guaranteed Technical Particulars, drawings, Quality Assurance Plan for approval.

Further you are requested to obtain proper approvals for above before commencing manufacturing of the material. It is mandatory to obtain manufacturing clearance for the quantities of all the material/Equipment from the Executive Engineer/LIS/Divn /Mahaboobnagar in writing so as to ensure the correctness of the quantities required for the work.

The contractor shall adhere to the Principal parameters/Guaranteed Technical Particulars specified in the Specification and also the approved list of manufacturers as specified in the specification.

All the equipment/material covered under Schedule-A of this Purchase Order shall be fully type tested by the Contractor or his vendor as per relevant standards. The type tests should have been conducted on similar or higher capacity equipment not earlier than five years from the date of issue of Purchase Order.

19. INSPECTION OF EQUIPMENT/MATERIALS:

Inspection shall be made in accordance with the clause (22) of Section-I, Volume-I of the Specification.

TSTRANSCO at its discretion may get the material/ equipment inspected by a Third Party if it feels necessary in accordance with the clause (22) of Section-I, Volume-I of the Specification.

TSTRANSCO representative shall at all times be entitled to have access to the works and all other places of manufacture. The Supplier shall provide all facilities for unrestricted inspection of the works, raw materials, and process of manufacture and for conducting necessary tests. The Contractor shall inform well in advance of the commencement of manufacture, progress of manufacture thereof so that arrangements could be made for inspection.

The Contractor shall give **at least 15 days advance intimation** to enable the Purchaser to depute his representative for witnessing the acceptance and routine tests. No material shall be dispatched from its point of manufacture before it has been satisfactorily inspected and tested, unless the Purchaser in writing waives off the inspection. In the later case also, material shall be dispatched only after satisfactorily conducting all the tests specified as per IS/IEC and after test certificates are approved by the Purchaser. The acceptance of any equipment shall in no way relieve the Contractor of his responsibility for meeting all the requirements of this specification and shall not prevent subsequent rejection if the material is later found to be defective.

20. DISPATCH INSTRUCTIONS:

The dispatch instructions will be communicated to you while approving the Test Certificates furnished as and when the materials/equipment are inspected. The material/equipment shall be dispatched by Road or any mode of Transport through reliable transport agency with freight prepaid and duly insured. Materials/equipment, which are not conforming to IS/relevant standards specified in Bid documents, or are not of acceptable quantity, or are not as per approved drawings, would be deemed to be not delivered.

Three copies of test certificates containing the results of all tests carried out shall be submitted to the Chief Engineer/LIS and got approved before dispatch. The supplier shall maintain all test reports of routine and stage tests conducted during manufacture. These shall be produced for verification as and when requested by the Purchaser.

21. COMPLETENESS OF MATERIAL:

All fittings, accessories and apparatus which may not have been specifically mentioned in the specification, tender or this purchase order but which are useful or necessary for the efficient, economic and safe operation of the equipment/ material supplied, shall be deemed to be included under the scope of the contract and shall be provided by the Contractor without extra charges. All the equipment/ material shall be complete in all respects whether such details are mentioned in this Purchase Order or not.

22. PACKING:

The Supplier/Manufacturer shall provide such packing for the material/ equipment as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the technical specification for material/equipment. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, humidity etc. during transit and open storage.

23. ACCEPTANCE CERTIFICATE:

Upon receipt of material/equipment at the designated destination and after inspection, acceptance certificate (Form-13) will be issued by the Executive Engineer/ LIS / Divn/TSTRANSCO/Mahaboobnagar in which he will certify the date on which the material/equipment has been so accepted. Material / Equipment received shall be verified by concerned Asst. Executive Engineer/Construction and check measured by the concerned Executive Engineer/Construction at the site stores. If material/ equipment is found defective due to bad workmanship or damaged due to defective packing or otherwise not in conformity with requirements of the contract, taking over of material and issue of acceptance certificate shall be withheld until such time the defects have been corrected. The consignee will notify the defects found in the material after receipt of material at destination. The issue of acceptance certificate will no way relieve the contractor of his responsibility for supply and satisfactory performance of material/equipment as per technical requirements given in the specification.

24. OPERATION AND MAINTENANCE MANUALS:

Contractor shall supply 10 copies of operation and Maintenance manuals and approved drawings along with the equipment. If the contractor does not supply the operation and Maintenance manuals and approved drawings as stated above the equipment bills will be kept on hold.

10 copies of Contract Agreements with specification, QAP, all the approved drawings of Materials, GTPs, BOMs, Layout plans etc., shall be supplied by the Contractor to distribute to field Construction and O&M wings and to keep the spare records at Head Quarters. The cost of the above shall be borne by the Contractor and shall provide as instructed by the Executive Engineer / LIS/MBNR.

25. AGREEMENT:

25.1. The Superintending Engineer /LIS/Hyd-Rural shall be the agreement authority. The Asst. Executive Engineer/Executive Engineer is the consignee and the Executive Engineer/LIS/ TSTRANSCO/Mahaboobnagar is the check measuring authority. The contractor shall attend the Office of Superintending Engineer /LIS Hyd-Rural within 15 days of the detailed Order to enter into an agreement. The Superintending Engineer /LIS Hyd-Rural shall enter an agreement with the contractor duly verifying the following.

- i. The PAN card, GST registration, Labour License, valid A-grade Electrical License to execute EHT works.
- ii. Valid Performance Bank Guarantee.
- iii. Authorization / power of attorney of the contractor representative to sign the agreement.

25.2. The following documents shall also be made part of the agreement.

- i. The copy of the Letter of Intent.
- ii. The copy of the Purchase Order.
- iii. The copy of the volume-1 of the Specification.
- iv. Copy of the Performance Bank Guarantee and its approval.
- v. Authorization / power of attorney of the contractor representative to sign the agreement.
- vi. Copies of the statutory registrations of the contractor etc.

26. MANAGEMENT /CO-ORDINATION MEETINGS:

Monthly / Fortnight review of supplies shall be conducted by the Superintending Engineer/LIS or Chief Engineer / LIS. The Contractor or his representative shall invariably attend the meetings whenever called. The representative of the contractor who attends the kick-off meetings and review meetings shall be qualified and shall be authorized by the contractor with the details of qualification and responsibility and designation of the authorized person.

27. EARLY WARNING:

The contractor has to intimate TSTRANSCO at the earliest opportunity of specific likely future events or circumstances, which may adversely affect the Project Implementation Schedule. The contractor shall cooperate with the officers of TSTRANSCO in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced.

28. RESPONSIBILITY OF THE CONTRACTOR:

The contractor is responsible for the safe delivery of goods in good condition at destination. He should acquaint himself of the conditions obtaining in regard to supply of the equipment/materials. TSTRANSCO shall not be responsible for any mismatch of material supply and works on account of whatever so the reasons. The contractor is responsible to submit the

material bills (immediately after receipt of materials at site) promptly and submit all the required enclosures without fail. TSTRANSCO shall not be responsible for any delayed payments whatever so the reasons.

29. EXTENSION OF THE DELIVERY/COMPLETION DATE:

As the supply of materials is as per work schedule, and when a work cannot be completed within the completion period indicated for reasons beyond the control of the contractor i.e. due to Force Majeure conditions mentioned below or due to the reasons attributable to TSTRANSCO, the contractor shall represent for the same and extension of time without levying penalty shall be granted only on the issue of an undertaking by the contractor that they will not put forth at a later date, any claims for extra payments towards increased overheads, material/ equipment/works costs etc. during the extended period. It is the sole discretion of the TSTRANSCO to grant extension of completion period.

30. FORCE MAJEURE:

The Contractor will not be liable for forfeiture of its performance security, penalty for late delivery, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contact is the result of an event of Force Majeure.

For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, within 15 days from the date of eventuality the Contractor shall notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Contractor shall continue to perform their obligations under the Contract as far as it is reasonably practice, and will seek all reasonable alternative means for performance not prevented by the Force Majeure event.

31. DELAYS ORDERED BY THE PURCHASER

TSTRANSCO reserves the right to suspend and reinstate execution of whole or any part of the supplies without invalidating the provisions of the order. Orders for suspension or reinstatement of the supplies will be issued by the Engineer to the Contractor in writing. The time for completion of the supplies will be extended suitably to account for duration of the suspension. Any costs incurred by the contractor due to increased overheads, idling of labour etc., as a result of such suspension will not be reimbursed to the contractor.

32. ACCOUNTING OF SURPLUS MATERIALS/ SETTLEMENT OF MATERIAL ACCOUNT:

On completion of the works, all surplus materials, for which payments have been made

by TSTRANSCO or materials issued by TSTRANSCO if any, shall be handed over to the Engineer at TSTRANSCO's designated stores at the cost of the Contractor within a time limit of 2 months of commissioning of the project. If the materials are not returned and are in the opinion of the Executive Engineer in-charge of the work, are not in a fit condition for use, they will be treated as sold to the contractor at DOUBLE the rate of issue of material and recoveries made contractor's bill accordingly.

33. TAKING OVER:

Upon successful completion of all the commissioning tests to be performed at site on equipment furnished and erected, and on successful commissioning of the project, the Purchaser shall issue to the Contractor 'a taking over Certificate' as a proof of the final acceptance of the project. However such taking over certificate will be issued only after handing over of all the manuals, drawings, as per Clause 33 above and after settlement of materials account and final bill.

34. CORRESPONDENCE:

The officers mentioned under Paragraph (26) of this Purchase Order will be field in-charge. All matters relating to technical clarifications, completion, handing over and payments shall be referred to them with copies marked to this Office and Chief Engineer /LIS/VS/Hyderabad.

35. JURISDICTION:

Any and all disputes or differences arising out of or touching this order shall be decided by a panel of arbitrators as detailed below.

<u>Value of claim</u>	<u>Panel of arbitrators</u>
i) Disputes involving amounts up to Rs. 10,000/-	Superintending Engineer of TSTRANSCO other than the circle to which the dispute relates.
ii) Disputes involving amounts of above Rs. 10,000/- but less than Rs. 50,000/-	Any Chief Engineer of TSTRANSCO,
iii) There shall not be any reference of disputes, the value of which is above Rs.50,000 /- to arbitration. The parties shall approach the competent Civil Courts situated in Hyderabad /Secunderabad only, if any such disputes arise.	

36. TERMINATION OF CONTRACT:

If it is found that the Contractor does not fulfill his obligations as per the terms of the Specification/ Purchase Order, TSTRANSCO will be entitled to terminate the Order in part or full by giving 15 days notice and get the balance supplies completed through other agencies at the contractor's cost and risk.

The contractor so penalized shall be blacklisted for 3 years from the date of termination of contract.

37. ACKNOWLEDGEMENT:

Please acknowledge the receipt of this Order with a confirmation of the acceptance of its contents by you and the extra copy of the order enclosed may please be returned with your signature with date in token of your acceptance, within 07 days from the date of issue of this Purchase Order.

Encl:-

One copy of the Purchase Order

Yours faithfully,

Sd/-

CHIEF ENGINEER/LIS

(Acting for and on behalf of the
TRANSMISSION CORPORATION OF TELANGANA LTD.)

WE ACCEPT THE TERMS AND CONDITIONS OF THIS ORDER.

SIGNATURE OF THE CONTRACTOR.

WITH SEAL AND DATE

Copy submitted to:

1. Executive Director/Finance/TSTRANSCO/Vidyut Soudha /Hyderabad

Copy to

1. Chief Engineer/ Rural Zone/Hyderabad
2. Superintending Engineer/LIS/Hyd-Rural.
3. Superintending Engineer/OMC/Sangareddy
4. Superintending Engineer/Civil/Rural/Hyderabad
5. SAO/P&A/TSTRANSCO/Vidyut Soudha/Hyderabad.
6. Executive Engineer /LIS-I /TSTRANSCO/Mahaboobnagar
7. ADE(T) to Director/LI Schemes/VS/Hyd