



By Regd. Post Ack. Due:

**TRANSMISSION CORPORATION OF TELANGANA LIMITED**

From  
The Chief Engineer,  
Construction,  
Vidyut Soudha,  
Hyderabad – 500 082

To  
M/s.LS Cable India Pvt. Ltd.,  
Plot No.28-31, Sector-5, Phase-II,  
HSIIDC GC Bawal, Rewari-123501,  
Haryana, India

Contract award. P.O.No.608 (SAP P.O.No.5500000905)/CPT120/SE-Const/F. SLBHES/  
RM.No. 0342/21, D.No.157/2021, Dt.18.09.2021

Sirs,

Sub:- Specification No. **TST- CONST-e-18 /2021/CE(Construction)**– Supply and Erection of 400kV 1000Sq.mm XLPE cable joints and GIS Terminations towards replacement of damaged 400kV 1000Sq.mm XLPE cable of 400kV Dindi feeder-2 & 400KV Sattenapally feeder-1 at 6X150MW Srisaillam Hydro Power Plant of TSGENCO – Detailed contract order for Material **(Schedule-A)** – Issued.

Ref:- 1) Tender Specification No. TST-e-18/CE-Construction/2021.  
2) Your Bid Quoted against Specification No. TST-e-18/CE-Construction/2021  
3) LOI, Lr.No.CPT 120/SE-Const/F.Srishaillam/D.No.54/2021, Dt:17.06.2021

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I, acting for and on behalf of and by the order and direction of the Transmission Corporation of Telangana Limited herein after called the "TSTRANSCO", accept your offer given in the reference (2) cited for Supply of equipment/material for subject works as per terms and conditions of Tender Specification.No.TST-e-18/2021/ CE-Construction and award the contract for a total value of **Rs.3,05,55,875.04 (Rupees Three Crores Five Lakhs Fifty Five Thousand Eight Hundred and seventy five and four paise only)** as detailed in the Schedule-A enclosed, subject to the conditions set out in this order. This order confirms the Letter of Intent issued vide this office letter cited at reference (3).

**2. SCOPE OF CONTRACT :**

This contract relates to Supply of equipment/material for subject works as per terms and conditions of Tender Specification.No. TST-e-18/2021/CE-Construction read with this contract order. The total rates indicated in Schedule-A appended to this order are for supply of equipment/material and are inclusive of all taxes and duties as per your offer.

The equipment / material to be supplied by you shall be delivered at the places of work sites. The material/equipment to be supplied, if any at later date by TSTRANSCO are to be taken delivery from Construction Stores at Shapurnagar and Erragadda and shall be transported to site by you at your cost. Any surplus / dismantled material to be returned by you shall also be devoluted to stores as per the scope of the work at your cost.

**3. ABSTRACT OF SCHEDULES:**

Description	Amount (Rs.)
Specification No. <b>TST- CONST-e-18 / 2021 / CE(Construction)</b> – Supply and Erection of 400kV 1000Sq.mm XLPE cable joints and GIS Terminations towards replacement of damaged 400kV 1000Sq.mm XLPE cable of 400kV Dindi feeder-2 & 400KV Sattenapally feeder-1 at 6X150MW Srisaillam Hydro Power Plant of TSGENCO (Schedule-A)	<b>3,05,55,875.04</b>
<b>Schedule-A Total</b>	<b>Rs.3,05,55,875.04Ps</b>

The accepted rate is 16.9253 % less over the Estimated Contract Value (Schedule-A).

**4. GENERAL CONDITIONS :**

Except where otherwise agreed to in this detailed order, all the terms and conditions stipulated in the Specification No. TST-e-18/2021/CE-Construction are binding on you and these shall form part of this contract.

**5. STANDARD OF WORK:**

The material to be supplied shall be carried out in accordance with the Tender Specification and confirm to the Specification or standards, the TSTRANSCO at your cost and risk as per the undertaking given by you.

**6. PRICES:**

**6.1 For Equipment & Materials:**

The rates for all the items of equipment & materials covered in Schedule-A, except, Tower parts, Substation Structures, Earth flat (GI & MS), Cables, Isolators and Conductor shall be 'Firm' on all accounts such as (i) increase in quantity of equipment/ materials over that provided in the contract (ii) execution of contract beyond the scheduled completion period for whatever reasons and (iii) increase in the rates of material and labour both during and beyond the completion period etc. Price variation is applicable for supply of Tower Parts, Substation Structures, Earth Flat (GI &MS), Cables, Isolators and Conductor.

7. **PRICE VARIATION (PV) Clause: No price Variation is allowed.**

8. **TAXES AND DUTIES:**

- a) The prices indicated in Schedule A are firm.
- b) In respect of Schedule-A, the prices are including GST @18%, Freight & Insurance and all other incidentals.

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. In respect of supply portion, 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-law 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.

8.1 **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.

8.2 **INSURANCE:**

The Goods supplied under this Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery and erection .In case of domestic goods 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.

You shall have the insurance coverage as specified in Clause (2.4) Section II financial Volume-I of Specification No. TST-e-18/2021/CE-Construction. All insurance premiums shall be borne by you. You shall have to produce the insurance cover note before entering the agreement with Superintending Engineer/ OMC/Metro Central as applicable. Insurance will be paid as per actual on submission of Original insurance documents limited to 0.5% of project Cost (Schedule-A + Schedule-B)+GST @18%.

## 9 STATUTORY VARIATION

It is the responsibility of bidder to consider the correct rates of duties and taxes leviable on the equipment/material/Work at the time of bidding. After considering the correct rates of duties and taxes only the bidder shall quote the percentage on ECV.

For Schedule-A, any variation up or down in statutory levy or new levies introduced after signing of the contract under this specification will be to the account of TSTRANSCO.

In cases where delivery schedule is not adhered to by the contractor and there are upward variation/ revision after the agreed delivered date the contractor will bear the impact of such levies and if there is downward variation / revision the TSTRANSCO will 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 within the scheduled completion period.

In case of the bought out items statutory variation shall not be applicable on that taxes and duties. For this purpose bought out 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.

## 10. SUPPLEMENTAL QUANTITIES / ITEMS:

The quantities indicated in the Schedule-A (Materials / Equipment) are only provisional and are likely to change during actual execution. When quantities of any item are likely to exceed beyond 25% over and above the scheduled quantity or any new items / supplemental items arises, the Contractor shall bring the fact to the notice of the competent Authority of TSTRANSCO well in advance and take prior orders for going ahead with the work. Without approval of the competent Authority of TSTRANSCO, 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 arises.

The contractor is bound to execute 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 below:

### 10.1 Increased Quantities:

**For Material / Equipment covered in Schedule-A:** The rates accepted for individual items of material / equipment shall hold good even for the increased quantities up to and beyond 25% over and above the agreement quantities.

### 10.2 For Supplemental / New Items:

i) 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 upon 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.

- 10.3 The contractor shall plan and procure the materials indicated in the schedules 'A' duly verifying with the approved Layout respectively, so that the procured quantities match with actual requirement to avoid excess supply of material.
- 10.4 The Schedule time required to complete the new/ supplemental items including the balance work will be indicated in the approval letter issued for new / supplemental items.

## **11. TERMS OF PAYMENT:**

All payments will be made to you in the following proportion.

### **a) For supply of Materials / Equipment :**

- 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/Construction 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.

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

- (i) Copies of the invoices showing Contract No., Goods description, quantity, unit price and total amount.
- (ii) Acknowledgement of receipt of material from consignee i.e. Form-13
- (iii) Proof of payment of Taxes (Not applicable for bought out items)
- (iv) Acknowledgment of Consignee on Delivery Challan in original.
- (v) Detailed packing list
- (vi) Copy of the Lorry receipt.
- (vi) Copies of Insurance Certificate / policies
- (vii) Test certificates approval and Dispatch clearance. (Not applicable for furniture and general items)
- (viii) Certificate certifying that the defects, if any, pointed out during inspection have been rectified.
- (ix) The payments against Schedule-A are subject to Performance Security shall cover the period for 60 months from the check measurement of the equipment/material for proper fulfillment of performance obligations.

- 11.1 Payments will be made by cheques / by way of Electronic Fund Transfer / RTGS from TSTRANSCO funds. Once RTGS system is established, the bank account details submitted are final and cannot be changed till completion of the contract. For payments through **TSTRANSCO** the connected charges are to be borne by the contractor.

Bank account details for payment through RTGS system:

1. Name of the Bank	:	ICICI Bank Ltd
2. Name of the Branch	:	Alwar Bypass, Tapukara, Bhiwadi
3. Branch Code	:	ICIC0001744
4. City	:	Tapukara, Bhiwadi
5. Account No.	:	174405000005
6. MICR No.	:	301229051
7. IFSC No.	:	ICIC0001744
8. Income Tax PAN No.	:	AABCL3621Q
9. GST Registration No.	:	06AABCL3621Q1ZC
10. Date of GST Registration	:	21.09.2017
11. Place of GST Registration	:	Bawal, Haryana

## 12. COMPLETION PERIOD:

The overall completion period is as detailed below .

Name of the work	Completion Period
Supply and Erection of 400kV 1000 Sq.mm XLPE cable joints and GIS Terminations towards replacement of damaged 400kV 1000Sq.mm XLPE cable of 400kV Dindi feeder-2 & 400KV Sattenapally feeder-1 at 6X150MW Srisaillam Hydro Power Plant of TSGENCO.	<b>Supply:</b> Four (4) months from the date of issue of Manufacturing clearance.  <b>Spares:</b> Four (4) months from the date of issue of Manufacturing clearance.

## 13. PENALTY FOR LATE SUPPLIES / COMPLETION:

The completion period mentioned above is the essence of contract.

Penalty will be levied as follows for the delay in supply of material.

- Penalties for delays in execution of the works with in completion period: In case of non-achievement of Targets of the scheduled works by the Contractors when compared with the PERT charts as accepted in the Kickoff meetings, whatever may be the reasons, the TSTRANSCO shall levy and collect the penalty **@ 1% including GST@18%** per month of value of non-achieved targets fixed in the Kickoff meeting However if the work is completed within the total scheduled completion period the penalty recovered shall be released".
- Penalties after overall completion period: "In case of delay supply of material / equipment beyond overall completion period, whatever may be the reasons; the TSTRANSCO shall levy and collect the penalty **@ 0.5% including GST @18%**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 including GST@18% of the total value of the contract. Once the maximum is reached, TSTRANSCO may consider termination of the contract. The right of the TSTRANSCO to levy penalty shall be without prejudice to its rights under the law including the right to get the balance works executed by other agencies at the risk and cost of the successful bidder. This is in addition to the right of the TSTRANSCO to recover any damages from the contractor and also blacklisting. In case the successful bidder 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 or part of supplies executed through other agencies at the risk and cost of the successful bidder, this is in addition to the right of the TSTRANSCO to recover any damage from the contractor and also blacklisting.

#### 14. PERFORMANCE SECURITY:

##### Bank Guarantee against Performance Security:-

- i) You are requested to submit performance security equal to ten percent (10%) of the value of Schedule-A i.e., **Rs. 30,55,587.50/-** for the proper fulfillment of contract to cover the 4 months of completion period of plus **60 months** guarantee period plus 2 months claim period i.e., valid for 66 months for execution of the work.

The Performance security may be made by Demand Draft on any **Nationalized Bank** payable at Hyderabad in favour of Pay Officer, TSTRANSCO, Hyderabad or by way of Bank Guarantee from a **Nationalized Bank** in favour of Chief Engineer/Construction in the prescribed proforma.

The performance security shall be forfeited if you fail to fulfill the terms of the contract. You are requested to extend the validity of the Bank Guarantee furnished towards performance security as and when requested by TSTRANSCO.

#### 14.1 ADDITIONAL SECURITY:

If the rate quoted by the bidder less than 10% of the TSTRANSCO's total estimated cost will be considered as abnormally low rate. In the case of abnormally low quoted rates i.e. less than 10% additional security deposit (ASD) to be paid for the less percentage below 10% i.e., if the bidder quotes 20% below the total estimated cost then he has to pay ASD equivalent to 10% of the total estimated cost i.e., Rs.25,47,300.00

The Additional security may be made by Demand Draft on any Nationalised Bank payable at Hyderabad in favor of Pay officer, TSTRANSCO, Hyderabad or by way of Bank Guarantee from a Nationalized Bank as per the list enclosed, in favour of tender inviting authority covering a period of 2 months over and above the completion period.

#### 15. PERFORMANCE GUARANTEE:

- i) The contractor shall warrant for the satisfactory functioning of the materials / equipment supplied and for the satisfactory operation of the workmanship performed by him, shall cover the period for 66 months after the Goods, or any portion thereof as the case may be, of the equipment/material or 60 months from the date of commissioning of the project (Line works etc.,) whichever is later. Where the suppliers / manufacturers provide longer period of warranty than mentioned above, the purchaser shall be entitled for such longer warranty.
- ii) Equipment, sub-assemblies or spares, or parts replaced / repaired Under warranty shall have further extended warrantee of 24 months from the date of completion of original guarantee period of 60 months from the date of commissioning of the project.
- iii) After commissioning and handing over of the project to the TSTRANSCO, the contractor shall arrange for thorough patrolling of the line during the first six months of the guarantee period so that the defects if any noticed during that period may be rectified by the contractor free of cost to the TSTRANSCO without having to wait for the TSTRANSCO to suggest such rectifications.
- iv) If during the period of guarantee, the Engineer decide and inform in writing to the contractor that any equipment, part of equipment, material is defective, the contractor on receiving details of such defects or deficiencies shall at his own expense, irrespective of reimbursement of insurance company, rectify/replace the defective material within seven (7) days of his receiving the notice or within such reasonable time as TSTRANSCO may deem proper for making it good. The decision whether correction of the defects should be through repair or by replacement shall be the sole discretion of the TSTRANSCO.
- v) In the event of contractor not responding to the intimation of the Engineer as mentioned above, the Engineer may arrange for a third party to correct the defects and extra cost for such.
- vi) The Engineer is to give the contractor at least seven (7) days' notice of its intention to use a third party to correct a defect. If the contractor does not correct the defect himself within this notice period, the Engineer may have the defect corrected by the third party. The cost of such correction will be deducted / collected from the retention amounts or performance / additional / retention securities or amounts /bills pending to the contractor either in this contract or other contracts or any other securities.

#### **16. PAYING OFFICER & CONSIGNEE:**

The Paying Officer is the Superintending Engineer/OMC/Metro-Central/Hyderabad. The consignee will be Assistant Executive Engineer/Const/Metro-Central/ Hyderabad. The Agreement authority is the Superintending Engineer/OMC/Metro-Central/Hyderabad.



**17. APPROVAL OF SUB-VENDORS FOR EQUIPMENT / MATERIALS AND APPROVAL OF GENERAL TECHNICAL PARTICULARS, DRAWINGS, BOMS ETC.**

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

**18. Quality Control & Inspections:**

**Standard:** 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.

**Inspections and Tests:**

- ii) 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.
- iii) 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 the 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.
- iv) Should any inspected or tested materials fail to conform to specifications, the inspection officer may reject them and the Manufacturer / supplier shall either replace the rejected materials or make all alterations necessary to meet specification requirements free of cost to the Purchaser.
- v) The purchaser's right to inspect, test and where necessary, reject the materials/ equipment after their arrival at the site, shall in no way be limited or waived by reason of the materials/equipment having been previously inspected, tested and passed by the purchaser or his representative prior to the dispatch.
- vi) The cost of making any test shall be borne by the contractor, if such test is clearly intended by or provided for in the contract.

**Cost of tests not provided for:** TSTRANSCO may decide to conduct certain other tests not covered in this specification on the materials supplied by the bidder by an independent person or agency at any place other than the site of 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.

**Quality of Materials 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 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.

**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.

**18.1.1 Stage Inspections:** The Contractor / fabricator shall invariably use the steel angles manufactured by SAIL, VSP, TISCO and ISCO only for the fabrication of Line and Substation structures. The angles which are not manufactured by the above primary producers can procure from any other TSTRANSCO approved re-roller. However the fabricator /re-roller should offer for single stage inspection i.e., finished material after fabrication. The cost of stage inspection, 3<sup>rd</sup> party laboratory charges and any other testing charges and samples collection expenses are to the account of contractor and shall include cost of the material while quoting.

**18.2 INSPECTION, DURING ERECTION:** The provisions of the clauses entitled in the specification for other sections Inspection, Testing and Inspection Certificates shall also be applicable to the erection portion of the Works. The PURCHASER/ENGINEER shall have the right to re-inspect any equipment though previously inspected and approved by him, at the CONTRACTOR's works, before and after the same are erected at Site. If by the above inspection, the PURCHASER/ENGINEER rejects any equipment, the CONTRACTOR shall make good for such rejections either by replacement or modifications/repairs as may be necessary to the satisfaction of the PURCHASER/ENGINEER. Such replacements will also include the replacements or re-execution of those works of other CONTRACTORS and/or agencies, which might have got damaged or affected by the replacements or re-work done by the CONTRACTOR's work.

**19. REPLACEMENT:**

The contractor is responsible for the safe delivery of material in good condition and in full shape without any shortages at the destination. In the event of the materials handed over to you for the execution of this contract being lost, damaged or destroyed while being in your custody before being handed over to the TSTRANSCO, you shall be liable to make good the loss without any extra cost to the TSTRANSCO.

**20. GUARANTEED TECHNICAL PARTICULARS AND TYPE TESTS, MANUFACTURING CLEARANCE:**

Within fifteen days of receipt of this order you are requested to submit the following.

- (a) Full particulars of materials to be supplied by you along with Guaranteed Technical Particulars, drawings, type test reports, Quality Assurance Plan for approval.
- (b) The detailed program of material manufacturing / offer / supply / erection with probable dates.
- (c) The detailed program of survey, foundation, erection of towers, stringing and commissioning of line.

Further you are requested to obtain proper approvals for the above before commencing manufacturing of the material. It is mandatory to obtain manufacturing clearance for the quantities of all the material from the Executive Engineer /Construction 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 contract 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 Letter of Intent.

## **21. INSPECTION OF EQUIPMENT/MATERIALS:**

- i) Inspection shall be made in accordance with the clause (24) of Section-I, volume-I of the Specification.
- ii) The TSTRANSCO at its discretion may get the materials/ equipment inspected by a Third Party if it feels necessary in accordance with the clause (24) of Section-I,, volume-I of the Specification.
- iii) The 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.
- iv) The contractor shall give at least 15 days advance intimation to enable the purchaser to depute his representative for witnessing acceptance and routine tests. Inspection of tower parts shall be arranged only if they are offered for full shape towers. No material shall be dispatched from its point of manufacture before it has been satisfactorily inspected and tested, unless the purchaser in writing waves off the inspection. In the later case also, material shall be dispatched only after satisfactorily conducting all the tests specified as per IS and after test certificates are approved by the purchaser. The acceptance of any material 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.

## **22. DESPATCH INSTRUCTIONS:**

The dispatch instructions will be communicated to you while approving the test certificates furnished as and when the materials/equipment is inspected. The material/equipment shall be dispatched by Road Transport through reliable transport agency with freight prepaid and duly insured. Materials/equipment, which are not conforming to IS 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 / Construction and got approved before dispatched. 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.

**23. COMPLETENESS OF MATERIAL:**

All fittings, accessories and apparatus which may not have been specifically mentioned in the specification, tender or this contract order but which are useful or necessary for the efficient, economic and safe operation of the equipment/ material supplied and for completion of the work, 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/ works shall be complete in all respects whether such details are mentioned in this Purchase Order or not.

**24. 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.

**25. 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/Const/Metro-Central/Hyderabad 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.

**26. 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 contractor shall prepare the final tower schedule and shall supply in 10 copies. The cost of the above shall be borne by the contractor and shall provide as instructed by the Executive Engineer / Construction / Metro-Central / Hyderabad.

**27. SITE STORES:**

The contractor shall establish temporary stores at his cost at the sub-station site for storing material/equipment such as cement, steel, panels etc. This store should be dismantled and site cleared after the completion of the work.

**28. CONTRACTOR'S SITE OFFICE:**

The CONTRACTOR shall establish a Site Office at the 'Site' and keep posted an authorized representative for the purpose of the 'Contract'. Any written order or instruction of the PURCHASER/ENGINEER or his duly authorized representative shall be communicated to the authorized representative of the CONTRACTOR at the Site Office and the same shall be deemed to have been communicated to the CONTRACTOR at his legal address. A complete set of specifications, drawings and a copy of the contract agreement shall be kept in the site office at all times.

- a. The attested copies of the following shall be invariable kept by the contractor at the site office and Substation site / Line Site locations and shall have access to the Field Engineers and Inspecting officers.
  - i) Agreement copy along with price schedules.
  - ii) Volumen-1 and Volume-2 of the Specification.
  - iii) Approved copies of Guaranteed Technical particulars of materials / equipment, BOMs, approved drawings for all structures, foundations, equipment and materials.
  - iv) Applicable Technical Standards like IS and ISS which are mentioned in the Volume-2 of the specification.
- b. In cases where 'New works' are taken up as 'supplemental items' under the 'Original Agreement' all the above documents related to the extent of these new works also shall be made available at Site / locations.

## **29. AGREEMENT:**

29.1 The Superintending Engineer / OMC/Metro-Central/Hyderabad shall be the agreement authority and the contractor shall attend the office of the SE/ OMC/Metro-Central/Hyderabad within 15 days of the detailed order to enter in to an agreement. The Superintending Engineer / OMC / Metro-Central / Hyderabad shall enter an agreement with the contractor duly verifying the following.

- i. The PAN card, GST registration, Labor license, valid A-grade electrical license to execute EHT works in Telangana/A.P.
- ii. Valid Performance Bank Guarantee.
- iii. Valid Project insurance
- iv. Authorization/power of attorney of the contractor representative to sign the agreement.

29.2 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.,

## **30. EXTENSION OF THE COMPLETION DATE:**

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. However the Price Variation is applicable as per the price variation clause of the Purchase Order.

## **31. FORCE MAJEURE:**

31.1 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 contract is the result of an event of Force Majeure.

31.2 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.

31.3 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.

**32. RECOVERY OF MONEY FROM CONTRACTOR IN CERTAIN CASES:**

In every case in which provision is made for recovery of money from the contractor, the TSTRANSCO shall be entitled to retain or deduct the amount thereof from any moneys that may be due or may become due to the contractor under these present and/or under any other contract or contracts or any other account whatsoever, including Bank Guarantees, Bid Security/Performance Security etc., held up by the TSTRANSCO.

**33. ACCOUNTING OF SURPLUS MATERIALS/ SETTLEMENT OF MATERIAL ACCOUNT:**

33.1 On completion of works, all the surplus material which has been already billed by contractor to Transco but not used by contractor in the project, shall be handed over designated TSTRANSCO Stores at the cost of the contractor within the time limit of 2 months of commissioning of the project.

However if the material is not handed over within such time limit or in the opinion of designate officer of TSTRANSCO who is in-charge of the works, such material is not in fit condition for use, such material shall be retained by the contractor and recovery shall be made from contractor at the rate as per the contract rate All the balance works if any shall have to be executed by the contractor within two months of charging of substation / line. If the contractor fails to complete the balance works within the above time schedule the works will be executed by the other agencies and will back charge to the contractor. However the completed works shall be handed over to TL & SS wing by construction wing within 3 months after commissioning.

33.2 In exceptional cases, in order to expedite work progress, whenever TSTRANSCO issues the material from its stores on returnable basis to the contractor, the contractor shall return such material within 30 days from the date of issue of such material along with interest on the value of such material at the rate of 2% per month or part thereof. However if contractor fails to return the material within 30 days of issue of such material, the material shall be deemed to have been sold to contractor on the date of its issue to contractor at a price which shall be 150% of the procurement cost and such cost shall be recovered from contractor along with interest at 2% per month or part thereof from the date of issue of material till amount is recovered.

All the balance works if any shall have to be executed by the Contractor within two months of charging of SS / line. If the Contractor fails to complete the balance works within the above time schedule the works will be executed by the other agencies and will back charge to the Contractor. However the completed works shall be handed over to O & M wing by construction wing within 3 months after commissioning.

#### **34. FINAL ACCOUNT:**

- a) Not later than one (1) month after handing over of the works complete in all respects i.e., after successful testing and commissioning, the Contractor shall submit a draft statement of 'final account' and supporting document to the Engineer/Engineer's Representative showing in detail the value of the work done in accordance with the contract.
- b) Within one (1) month after receipt of the Draft Final Account and all information reasonably required for its verification, the Engineer/Engineer's representative shall determine the value of all matters to which the Contractor is entitled to under the contract. The Engineer/Engineer's representative shall then issue to the Contractor a statement showing the final amount to which the Contractor is entitled to under the contract.
- c) The Contractor shall sign the Final Account as an acknowledgement of the full and final value of the work performed under the contract and shall promptly submit a signed copy to the Engineer/Engineer's representative.
- d) On receipt of Final Account, the Engineer/Engineer's representative shall promptly prepare and issue to the Contractor a "Final Payment Certificate" certifying any further amounts due to the Contractor in respect of the contract.
- e) If the Contractor does not finalize the material account within 2 months from the date of completion of works/ handing over of works, the field Executive Engineer will prepare the final bill duly deducting the cost of all the unaccounted / unhanded over material and will issue a notice to the Contractor for signing on the bill. If the Contractor do not turn-up within 15 days of that notice, the bill will be processed without signatures of the Contractor. The cost of the unaccounted material will be taken as per Clause (33) above.

#### **35. TECHNICAL AUDIT:**

- i) All the completed works shall be technically audited by Quality Assurance wing within two months of the completion/ commissioning of the project for the correctness of project in terms of agreements, specifications, detailed project report/ technical sanction, deviation in quantities & rates.
- ii) All the remarks which are pointed out by Quality wing in the above technical audit shall invariably attend by CONSTRUCTION wing within one month and in case the remarks are pertaining to the execution of work which is in the scope of the agreement, the Contractor has to attend the remarks without insisting of any additional payment.
- iii) *Contractor must be held responsible for rectification/completion of works as on date of commissioning and for defects within the warranty period.*
- iv) *However all the liabilities of the Contractor covered under performance guarantee period shall hold good.*



**36. TAKING OVER:**

Upon successful completion of all the commissioning tests to be performed at site on equipment furnished and erected by the Bidder, 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, tower schedules etc. as per Clause 28 above and after settlement of materials account and final bill.

**37. CORRESPONDENCE:**

The officers mentioned under Paragraphs (16) & (29) of this contract award letter will be in charge of the works covered by this contract. All matters relating to field work, completion, handing over and payments shall be referred to them with copies marked to this office and Chief Engineer/ Metro Zone/Hyderabad.

**38. 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.	

**39. TERMINATION OF CONTRACT:**

If the contractor does not fulfill his obligations as per the terms of the specification TSTRANSCO will be entitled to terminate the contract in part or full by giving 15 days notice and get the balance works 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.**

In the event of termination of contract due to delay attributable to the contractor, TSTRANSCO is entitled to get back equipment/ material from the contractor for the payment already made but the material is not put to use, and then get the works done by other agency/ agencies for completion of contract by using the said recovered material. The contractor shall have no objection in this regard.

**40. 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 15 days from the date of issue of this letter.

Encl.: (i) Extra copy of the contract  
award letter with Price-schedule 'A'.

Yours faithfully,

Sd/-  
CHIEF ENGINEER  
CONSTRUCTION  
(ACTING FOR AND ON BEHALF OF THE  
TRANSMISSION CORPORATION OF T.S.  
LTD.)

**WE ACCEPT THE TERMS AND CONDITIONS OF THIS ORDER.**

SIGNATURE OF THE CONTRACTOR  
WITH SEAL AND DATE

Copies to:

The Executive Director/Finance/VS/Hyderabad.  
The Chief Engineer/Metro Zone /Erragadda/Hyderabad.  
The Chief Engineer/Telecom/VS/Hyderabad.  
The Chief Engineer/Civil/Vidyut Soudha/Hyderabad.  
The FA & CCA (ACCOUNTS)/Vidyut Soudha /Hyderabad.  
The Superintending Engineer/ OMC/Metro –Central/132kV NIMS GIS SS/Hyderabad.– 2 copies  
The Superintending Engineer/Civil/Metro/Hyderabad.  
The SAO/Pay & Accounts/Vidyut Soudha /Hyderabad.  
The Executive Engineer/Const/Metro-Central/MC/Hyderabad .  
The Executive Engineer/Civil/Construction/Metro-Central/Hyderabad.  
The Asst. Executive Engineer/Construction/Metro-Central/ Hyderabad.