



TRANSMISSION CORPORATION OF TELANGANA LIMITED

Website: tstransco.in.

From:
The Chief Engineer,
Construction,
TSTRANSCO, Vidyut Soudha,
HYDERABAD –500 082.

To
M/s Sifang Automation India,
27/2, 26/2, 27/2, Mysore Road
Kenchenhalli, RR Nagar,
Bengaluru,
Karnataka-560059.

PO.No.462/CE/Const/SE/Const/DE-2/ADE1/F. Sifang/2020/SAP PO NO 4500002960/ RM-310 /20,Dt:28.07.2020.

Sirs,

Sub: TSTRANSCO- Supply, Testing, Integration and Commissioning of 132KV Feeder Control & Relay Panels with BCU at 132KV Jadcherla Substations for 132KV Thimmajipeta feeder - Purchase Order – Issued- Reg.

Ref: 1) Your Quotation dated.23.08.2019.
2) Your revised Quotation dated.12.06.2020

I, acting for and on behalf of and by the order and direction of TRANSMISSION CORPORATION OF TELANGANA Limited (hereinafter called the 'TSTRANSCO'), accept your offer vide reference (2) cited for Supply, Testing, Integration and Commissioning of (i) 2Nos 132KV Feeder Control & Relay Panels with BCU at 132KV Jadcherla SS for Thimmajipeta feeder in Mahaboobnagar District, with terms and conditions of the revised offer vide reference (2) cited and set out in this order.

1. SCOPE OF THE CONTRACT:

The Contract relates to the Supply, Testing, Integration and Commissioning of (i) 2Nos 132KV Feeder Control & Relay Panels with BCU at 132KV Jadcherla SS for Thimmajipeta feeder in Mahaboobnagar District and integration of panel with already existing SAS system.

2. SCHEDULE OF EQUIPMENT & PRICES

- a) The schedule of equipment and prices are detailed in the ANNEXURE.
The total PO amount for Supply, Testing, Integration and Commissioning of 132KV Feeder Control & Relay Panels with BCU at 132KV Jadcherla Substations for 132KV Thimmajipeta feeder works out to **Rs. 19,87,026/- (Rupees Nineteen Lakhs Eighty Seven Thousand and Twenty Six only)**
- b) The ex-work prices indicated above are **FIRM**, and are inclusive of Freight & Insurance and exclusive of GST (present rate of GST @18%). However taxes & duties are charged as applicable during dispatch
- c) It is supplier's responsibility to arrange for insurance, transportation and delivery of the material at destination stores / site stores.
- d) The above prices are inclusive of all incidental charges such as packing, forwarding, handling, unloading and other incidentals.

3. DELIVERY:

Supply, Testing, Integration and Commissioning shall complete within 4 months from date of drawing approvals. However, you may advance the supplies.

4. SUPERVISION OF TESTING , INTEGRATION & COMMISSIONING:

You shall provide services of qualified personnel for the supervision of testing at site and commissioning of (i) 2Nos 132KV Feeder C&R panels with BCU at 132KV SS Jadcherla for Thimmajipeta feeder in Mahboobnagar District and integration of panel with already existing SAS system.

5. CONTRACT DRAWINGS:

Within two weeks from the date of receipt of Purchase Order, three sets of the detailed drawing of the material ordered with all component details and giving full particulars of sectional views to give a clear idea of construction and working of the material shall be furnished to field. Approval by TSTRANSCO to the supplier's drawings shall not relieve the supplier of his responsibility for correctness thereof or from results arising out of error or omission therein or from any obligation or liability under the contract. Any supplementary drawings necessary to permit the complete design of the installation prior to receiving the material shall also be supplied.

Within one week of approval, ten (10) sets of all approved drawings shall be furnished to Superintending Engineer/ OMC / Mahaboobnagar. Three sets of drawings and instruction manuals may be sent along with the equipment at the time of dispatch.

6. PERFORMANCE SECURITY:

Within fifteen (15) days of receipt of the Purchase Order, the Supplier shall furnish to the purchaser the performance security for an amount equal to 10% of the total price i.e. **Rs.1,98,703/- (Rupees One Lakhs Ninety Eight Thousand Seven Hundred and**

Three Only) for proper fulfillment of the contract, which will include the warranty period, and completion of performance obligations including warranty obligations. The performance security will cover 60 days beyond the date of completion of performance obligations including warranty obligations. The Performance security (i.e., Completion Period (4 months) plus 12 months guarantee period plus 2 months claim period) may be made by way of Demand Draft drawn 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.

In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/replaced material shall be extended to a further period of 12 months and the performance security for proportionate value shall be extended 60 days over and above the extended warranty period. The proceeds of the performance security will be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.

It is entirely your responsibility to extend the validity of this performance security to cover the period of Guarantee well before its expiry.

7. TERMS OF PAYMENT:

For SAS Works:

100% Payment will be made after complete installation, Testing, Training and Commissioning of Substation Automation System from a local substation and simulated operation of remote substation. For this purpose the contractor / manufacturer shall submit bills to the Executive Engineer. The contractor shall give full details of items of works done against each location in support of the bills. Bills submitted without supporting details will not be taken into cognizance.

For Supply of materials / equipment:

[a] 80% payment will be made within 45 days for the material / equipment supplied in complete shape subject to their delivery 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.

[b] 10% payment will be made after installation of equipment / material.

[c] Balance 10% payment will be made after commissioning of equipment/material.

The above is subject to furnishing of Performance security for an amount equivalent to 10% of the total price as per clause (6) of this order. Submission of the following documents by way of Electronic Fund Transfer (EFT) to the Bank Account of M/s.Sifang Automation India Pvt Ltd, as follows.

- i. Name of the Bank : CITI Bank N.A
- ii. Branch Address : PRESTIGE MERIDIAN 2, MG ROAD
- iii. City : BANGLORE-560001
- iv. Account No. : 0712858052
- v. MICR Code : 560037002
- vi. IFSC Code : CITI00000004
- vii. PAN : AAWCS0503P
- viii. GST No. : 29AAWCS0503P1ZN

The Bank details as above are final and shall not be revoked under any circumstances.

The Bank Charges will be made to the account of M/s Sifang Automation India Pvt Ltd. An amount of Rs.50/- (Rupees Fifty only) will be recovered from the bill amount per each disbursement on LOA raised by unit officers.

- a) Form 13
- b) Contractor's detailed invoice
- c) Detailed packing list } All in
- d) Approved Test Certificates } Triplicate
- e) Excise Gate Pass (original for Buyer - b, c, d and e)

One additional copy each of b, c and d above and the delivery challan shall be sent to the consignee. Copies of the documents b, c & d shall be sent to the Chief Engineer /Construction, TSTRANSCO, Vidyut Soudha, Hyderabad –82, immediately after delivering the materials at the destination stores.

When the supplier does not at any time, fulfill his obligations in replacing / rectifying etc. of the damaged / defective materials in part or whole promptly to the satisfaction of the TSTRANSCO officers, the TSTRANSCO reserves the right not to accept the bills against subsequent dispatches made by the supplier and only the supplier will be responsible for any demurrages, wharf ages or damage occurring to consignments so dispatched.

- a. No interest will be payable in case the payment is delayed for whatever reason.
- b. The Banker charges involved if any in establishing and operating the Cheque / Bills shall be to your account.
- c. If the supplier has received any over-payments by mistake or if any amounts are due to the TSTRANSCO due to any other reason, when it is not possible to recover such amounts under this contract the TSTRANSCO reserves the right to collect the same from any other amounts and / or Bank guarantees given by you due to or with the TSTRANSCO.

8. CURRENCY OF PAYMENT:

All payments will be made in non-convertible Indian Rupees.

9. RESPONSIBILITY OF THE SUPPLIER FOR LOSS OR DAMAGE:

The supplier is responsible for the safe delivery of the goods in good condition and in full shape without any shortages at the destination and commission the Relays and Panels. He should acquaint himself of the conditions obtaining for handling and transport of the goods

to destination shall include and provide for security and protective. Packing of the goods so as to avoid damage in transit. External damages or shortages that are prima-facie the results of rough handling in transit or due to defective packing, will be intimated to you within 15 days of receipt of materials at stores. Internal defects, damages or shortages which cannot ordinarily be detected on superficial visual examination or those arising due to bad handling in transit or defective packing or other reasons, would be intimated to you within two months from the date of receipt of materials at stores/site. In either case the defective / damaged materials should be replaced and the shortages made good by you free of cost to the TSTRANSCO.

If no steps are taken within 15 days of receipt of intimation of defects or such other reasonable time as the TSTRANSCO may deem proper to afford, the TSTRANSCO may without prejudice to its other rights and remedies cause to be repaired or rectified the defective material or replace the same and recover the expenditure incurred thereof from the deposits such as Bid Security, Performance Security or other monies available with the TSTRANSCO or by resorting to legal action.

For the purpose of any legal construction, the material shall be deemed to pass into TSTRANSCO ownership only at the final destination where they are delivered and accepted.

10. **PENALTY FOR DELAY IN SUPPLIES:** “In case of delay supply of material / equipment beyond schedule Completion Period, whatever may be the reasons; i.e., penalty @ 0.5% per of the delay on the delayed value of the works/ supply of Materials / Equipment.”

However the sum of the penalties stated above are **subject to a maximum of 10%** 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.

11. **FORCE MAJEURE:**

- a) The Supplier 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.
- b) 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 foreseen. Such events may include, but are not restricted to wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

- c) If a Force Majeure situation arises, the supplier promptly notifies the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier will continue to perform its obligations under the Contract as far as is reasonably practice, and will seek all reasonable alternative means for performance not prevented by the Force Majeure event.

12. TERMINATION FOR DEFAULT:

- a) The Purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part, including Blacklisting.
 - i) If the supplier fails to deliver any or all of the materials/material within the period(s) specified in the contract, or within any extension thereof granted by the Purchaser.
 - ii) If the supplier fails to perform any other obligation(s) under the Contract.
 - iii) If the supplier, in the judgment of the purchaser has engaged in corrupt or fraudulent Practices in competing for or in executing the contract.
- b) In the event the Purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, Materials/material or services similar to those undelivered, and the supplier will be liable to the purchaser for any excess costs for such similar Materials/material or services. However, the supplier will continue performance of the contract to the extent not terminated.

13. TERMINATION FOR CONVENIENCE:

The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination will specify the termination is for the Purchaser's convenience, the extent to which performance of the supplier under the Contract is terminated, and date upon which termination becomes effective.

14. WARRANTY:

The supplier shall warrant for the satisfactory functioning of the material for a minimum period of 12 months from check measurement date in Form-13 i.e., from receipt of the material at site in good condition. If during this period, if any of the material is found defective, they shall be repaired or replaced by you free of all costs to the TSTRANSCO. In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/replaced material will be extended to a further period of 12 months. To and fro freight charges shall however be to your account only.

15. DISPATCH INSTRUCTIONS:

The dispatch instructions will be communicated to you while approving the Test Certificate furnished, as and when the materials are inspected. You have to dispatch the material to site, as given in the Dispatch Instructions. The materials shall be dispatched by Road Transport through reliable transport agency with freight prepaid and duly insured.

16 CONSIGNEE : AEE / Construction / Mahaboobnagar.

17. PAYING OFFICER :

The Paying Officer is the Superintending Engineer/OMC/Mahaboobnagar. The consignee will be concerned Assistant Executive Engineer/Construction. The Agreement authority is the Superintending Engineer/OMC / Mahaboobnagar.

M/s. Sifang Automation India Pvt Ltd., shall furnish the following documents in quadruplicate for arranging initial 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) Acknowledgment of Consignee on Delivery Challan in original.
- iv) Detailed packing list
- v) 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 are subject to Performance Security BG with a validity of 12 months from the date of check measurement for proper fulfillment of performance obligations.

Materials, which are not of acceptable quantity or are not conforming to relevant IS specified or are not as per approved drawings, would be deemed to be not delivered.

18. INSPECTION:

The Purchaser's representative shall, at all times, be entitled to have access to the works and all other places of manufacture, and the Supplier shall provide all facilities for unrestricted inspection of the Bidder's works, raw materials, process of manufacture of all the accessories and for conducting necessary tests as detailed herein.

The Supplier shall keep the Purchaser informed in advance of the time of starting and of the progress of manufacture in its various stages so that arrangements could be made for inspection.

The supplier shall give 15 days advance intimation to enable the purchaser to depute his representative for witnessing 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, the Materials shall be dispatched only after satisfactory testing for all tests specified as per IS has been completed and Test Certificates are approved by the Purchaser.

The Acceptance tests shall be carried out on all the materials offered, by selecting the samples as per relevant IS specified, at random. If any sample drawn does not pass the acceptance tests, the sample will be rejected and another sample of the same material from same lot shall be selected at random to repeat the "Acceptance tests". If the second sample also fails in the same Test, the entire materials of that item in that lot offered for Inspection will be rejected. The acceptance of any quantity of material shall in no way relieve the Supplier of his responsibility for meeting all the requirements of this specification and shall not prevent subsequent rejection if material is later found to be defective.

The TSTRANSCO may at its option get the materials inspected by the third party if it feels necessary and all inspection charges in this connection will be borne by the supplier.

19. ERECTION, OPERATION & MAINTENANCE MANUALS:

Erection, operation and maintenance manuals along with soft copy shall be supplied as per distributions given below giving detailed instructions with illustrations along with the equipment. They shall contain clear recommended schedule of maintenance for the guidance of the operating staff. Any items requiring the special attention of the operation engineer should be highlighted.

Consignee	:	One set per consignment
Concerned Executive Engineer	:	Two sets
To this office	:	Six sets

These shall be sent to the Divisional Engineers / Executive Engineers concerned.

20. COMPLETENESS OF CONTRACT:

All minor accessories that are normally necessary for satisfactory and efficient operation of the equipment shall be supplied by you free of cost to the TSTRANSCO whether these are specifically mentioned or not in the specification, your tender schedules or in this purchase order and the equipment shall be complete in itself.

21. RISK:

The risk in the property rests with the supplier till the goods are received in good condition at the destination stores and accepted.

22. PACKING:

- a) The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and absence of heavy handling facilities at all points in transit.
- b) The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided, including additional requirements, if any and in any subsequent instructions ordered by the Purchaser.
- c) Each package will be marked with proper paint/indelible ink with the following:

- i) Contract No.& Date.
- ii) Quantity allotted to the stores and rate applicable.
- iii) Quantity so far supplied to the site and the rate applied.
- iv) Quantity now supplied and the rate applied.
- v) Total quantity supplied under the Contract with rates applied.
- vi) Programme for supplying the balance quantity to the Stores.

23. TESTS & TEST CERTIFICATES:

All routine and acceptance tests are to be conducted strictly as per relevant IS specified. Three copies of test certificates containing the results of all tests carried out shall be submitted to the Chief Engineer/Construction/Vidyut Soudha and got approved before dispatch of materials.

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 for by the Purchaser.

24. MATERIAL & WORKMANSHIP:

All the materials shall be of the best class and shall be capable of satisfactory operation in the tropics under service conditions without distortion or deterioration. No welding or failing or plugging of defective parts shall be permitted, unless otherwise specified they shall conform to the requirement of the appropriate Indian, British or American standards (where a standard specification covering the material in question has not been published the standards of the American society for testing of materials should be followed).

The entire design and construction shall be capable of withstanding the several stresses likely to occur in actual services and of resisting rough handling during transport.

25. INSURANCE:

The Materials / equipment supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation and delivery and also storage for 45 days at destination stores before taking into stock.

The insurance shall be in an amount equal to 100% FADS value of Materials / equipment on all risks basis. The policy shall have a provision for extension to cover further storage if necessary at destination stores / site at TSTRANSCO cost.

The damages and shortages will be intimated to you as stipulated in the purchase order and you shall arrange for replacement/repairs immediately without awaiting settlement from insurance authorities. The Insurance charges will be released on production of documentary proof.

26. INTERCHANGEABILITY:

All similar equipment and removable parts of similar equipment shall be interchangeable with each other.

27. SPARES:

You shall supply any spares required for the equipment that will be supplied under this order, whenever called upon to do so at fair prices and at the TSTRANSCO's standard terms of payment within a period not exceeding the deliveries accepted therein.

28. CORRESPONDENCE:

- a) Your acknowledgement of this order and all correspondence of general or technical nature shall be addressed to the Chief Engineer/Construction/TSTRANSCO/Vidyut Soudha, Hyderabad-82.
- b) All correspondence regarding dispatches, payments and any other field matters shall be addressed to the concerned Paying Officer. Copies of such correspondence shall be marked to the concerned Superintending Engineer and the Chief Engineer/Construction/TSTRANSCO/ Vidyut Soudha, Hyderabad-82. Copies of the correspondence regarding payments should also be marked to the Pay Officer, TSTRANSCO and to the Executive Director/Finance, TSTRANSCO, Vidyut Soudha, Hyderabad-82.

29. CONTRACT AMENDMENTS:

No variation in or modification of the terms of the contract will be made except by written amendment by the Purchaser and accepted by the supplier.

30. SETTLEMENT OF DISPUTES:

- a) If any dispute or difference of any kind whatsoever will arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties will make every effort to resolve amicably such dispute or difference by mutual consultation.
- b) If, after thirty (30) days the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- c) Notwithstanding any reference to arbitration herein,
 - (i) The parties will continue to perform their respective obligations under the Contract unless they otherwise agree; and
 - (ii) The Purchaser will pay the Supplier any monies due to the Supplier.

31. JURISDICTION:

All and any disputes or differences arising out of or touching this order shall be decided by courts or Tribunals situated in Hyderabad & Secunderabad only. No suit or other legal proceedings shall be instituted elsewhere.

32. ACKNOWLEDGEMENT:

Please acknowledge the receipt of this purchase order with your confirmation of its acceptance and the extra copies enclosed may please be returned by signing on each and every page in token of your acceptance.

Yours faithfully,

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

WE ACCEPT THE TERMS AND CONDITIONS OF THIS PURCHASE ORDER

**SIGNATURE OF THE CONTRACTOR
WITH SEAL AND DATE**

Copy to:

The Chief Engineer/Rural Zone/ Hyderabad
The Chief Engineer/P & MM /TSTRANSCO/VS/Hyderabad
The Superintending Engineer /OMC/Mahaboobnagar
The S.A.O.(Pay & Accounts)/TSTRANSCO/VS/Hyderabad.
The Executive Engineer/Const/ Mahaboobnagar
The Divisional Engineer/ MRT / Mahaboobnagar