

By Regd. Post Ack.Due



TRANSMISSION CORPORATION OF TELANGANA LIMITED

VIDYUT SOUDHA : : HYDERABAD

Website : www.tstransco.in CIN Number: U40102TS2014SGC094248

From:
The Chief Engineer,
Telecom, TSTRANSCO,
Room No.408,Vidyut Soudha,
Hyderabad -82.

To:
M/s. Tejas Networks Ltd.,
Building No.9B, 8th Floor,
Block B DLF Cyber city,
Phase-III, Gurgaon-122002

P.O. No.4200001669/807-CE/TC/SE/TC/DE/TC/SLDC/ADE/SLDC/VS/F:OLTE/D.No. 181 /2022-23,

dt: 17-01-2023

Sir,

Sub:- TSTRANSCO-Telecom - Supply of 10 Nos.SD cards preloaded with firmware and software images (Proprietary item) suitable for optical card XA14OT5 card of model:141-PCA000022-E of Tejas make OLTEs Model: TJ1400- Detailed Purchase Order – Issued-Reg.

Ref:- 1._Lr. No.CE/TC/SE/TC/DE/TC/SLDC/ADE/SLDC/F:OLTE/D.No.173/2022-23,
dt:31- 12-2022.
2. Your budgetary offer dated,17.11.2022

I, acting for and on behalf of and by the order and direction of TRANSMISSION CORPORATION OF TELANAGANA LTD., (herein after called the "TSTRANSCO" or "the Purchaser") accept the offer submitted by you in ref(2) cited above, for supply of 10 Nos.SD cards preloaded with firmware and software images (Proprietary item) suitable for optical card XA14OT5 card of model:141-PCA000022-E of Tejas make OLTEs Model: TJ1400 is hereby accepted for an amount of Rs. **2,12,400** (Rupees Two Lakhs Twelve Thousand Four Hundred only) as indicated below along with the terms and conditions.

1) SCOPE OF CONTRACT:

This Contract scope covers supply of 10 Nos.SD cards preloaded with firmware and software images (Proprietary item) suitable for optical card XA14OT5 card of model:141-PCA000022-E of Tejas make OLTEs Model: TJ1400 as detailed under clause (2).

2) SCHEDULE OF MATERIALS AND PRICES:

Sl. No.	Description	Qty (Nos.)	Rate per unit (Rs.)	Total Unit Rate (Rs)
1	Supply and Delivery of 10 Nos.SD cards preloaded with firmware and software images (Proprietary item) suitable for optical card XA14OT5 card of model:141-PCA000022-E of Tejas make OLTEs Model: TJ1400	10 No.	18,000.00	1,80,000.00
	Total Amount(Rs.)			1,80,000.00
	GST @18% :			Rs. 32,400.00
	Grand Total:			Rs. 2,12,400.00
	(Rupees Two lakhs Twelve Thousand and Four Hundred only)			

- 2.1) The Prices accepted above are FIRM and inclusive of all taxes & duties and freight and insurance(F&I).
- 2.2) The above prices are inclusive of unloading charges at destination stores/Work sites.
- 2.3) The prices accepted above are FIRM during the process of the contract and until the warranty period is completed.
- 2.4) M/s.Tejas Networks Limited is responsible for all the Taxes and Duties applicable on this contract.
- 2.5) Income Tax, other Taxes if any, will only be towards the supplier's account and would be recovered from the supplier bills for arranging payment as directed by the concerned department.

3) DELIVERY:

The supplies shall be completed within 3 months from the date of issue of PO..

4) CONSIGNEE & DISPATCH INSTRUCTIONS:

Consignee: Assistant Divisional Engineer/Telecom/SLDC/Vidyut Soudha,
O/o.DE/Telecom/SLDC/ Vidyut Soudha.

The Material may be delivered to the following address and will be inspected by Consignee at site .

The Assistant Divisional Engineer/SLDC/Telecom,
Room No 519/B, A Block,
Vidyut Soudha, TSTRANSCO,
Khairathabad,Hyderabad-500082.
Mob:9440817052.

5) **PERFORMANCE SECURITY:**

- 5.1) The supplier shall furnish to the purchaser the performance security in the name of "The Chief Engineer/Telecom, TSTRANSCO, Vidyut Soudha,Hyderabad-500082, for an amount equal to 10% of the total P.O. Value ,i.e. Rs. 21240/- towards performance Security of the material during the Warranty period,. The Performance Security will cover 60 days beyond the date of Completion of Performance obligations including Warranty obligations.
- 5.2) 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 and the Performance Bank Guarantee for proportionate value will be extended 60 days over and above the extended warranty period.
- 5.3) The performance security to be executed in accordance with the clause(5) will be furnished on a stamp paper of value Rs.100/-.
- 5.4) The proceeds of the performance security shall be the purchaser as compensation for any loss resulting from the supplier's failure to fulfil its obligations under the contract.
- 5.5) If the M/s Tejas Networks Limited does not furnish the performance security, the 10% of the PO value,i.e, an amount of Rs. 21,240/- may be deducted from supply bill towards performance security.

6) **TERMS OF PAYMENT:-**

- 6.1) The payment will be made through bank under transfer procedure as per the terms indicated below.
- a). 100% of payment will be made within 45 days after supply of material in good condition at destination and on issue of and acceptance of performance Bank Guarantee for 10% value of the contract covering the guarantee period .

For making 100% payment the following documents are to be submitted by the supplier to this office

- i. Form-13
- ii. Detailed Invoice

- iii. Delivery challan acknowledged by consignee
- iv. Manufacturers/Suppliers warranty certificates
- v. Advance stamped receipt
- vi. Functionality test of the material signed by Consignee
- vii. Bank Guarantee for 10% value of the contract covering the warranty period submitted to CE/Telecom/VS .It is advised to submit the BG well in advance to enable us to get authenticity confirmation from the banker and then accept/process the bills.
- viii. Letter of acceptance of Bank Guarantee submitted towards performance Guarantee.

b). Alternatively,90% payment will be released on submission of necessary documents as at 6.1.a) (i) to (vi) and balance 10% will be released after completion of Warranty period.

c). The SAO/SLDC&Tr./TSTRANSCO/Vidyut Soudha will arrange the payment.

6.2) The bank details of the Supplier, M/s. Tejas Networks Limited are as given below:-

1	Vendor Address	M/s. Tejas Networks Limited, Building No.9B,8 th Floor,Block B DLF Cyber City,Phase-III, Gurgaon-122002.
2	Telephone nos.	Tanay Raj,9811662028 080-41794600,E-mail:tanay@tejasnetworks.com Rohit Pandey-9873933084 Email: rohitp@tejasnetworks.com
3	Contact person	Mr.Tanay Raj & Rohit Pandey
4	Banker name & address	Standard Chartered Bank, MG Road branch, Raheja Towers, No.26,MG Road, Bangalore-560001.
5	Account no.	45605086622
6	IFSC code	SCBL0036074
7	GST NO	29AABCT1670M1ZZ
8.	PAN NO	AABCT1670M

6.3) If the Supplier has received any overpayments 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 this Purchase Order, the TSTRANSCO reserves the right to collect the same from any other amounts and / or Bank Guarantees given by the Supplier (or) Payable to Supplier.

6.4) The payment mentioned above is subject to on submission of performance security as per Clause 5 of this order.

- 6.5) When the Supplier does not fulfill his obligations at any time 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 the Supplier will be responsible for any demurrages, wharf ages or damage occurring to the consignments so dispatched.

7) **WARRANTY:**

The equipment/material shall be guaranteed for satisfactory performance for a period of 36 months from the date of check measurement in form-13 i.e, receipt of material/equipment in good condition at site. During this guarantee period the supplier shall be responsible for the following.

- a). Repair/replacement of parts/components should be made at free of cost.
- b). In the event of the material failure, maintenance support shall be provided at site at the earliest, but not later than 48 hours of complaint, under any circumstances.
- c). Solving of Firmware, Software Problems at the earliest, but not later than 24 hours of complaint, under any circumstances.
- d). Necessary Guarantee Certificates shall accompany the supplies. The supplier shall be liable to rectify/replace defects, if any, that may be found in the material, at free of cost during Warranty Period.
- e). 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 and the Performance Bank Guarantee for proportionate value shall be extended 60 days over and above the extended Warranty period.
- h). The proceeds of the Performance Security shall be payable to the Purchaser as Compensation for any loss resulting from the Supplier's failure to fulfill its obligations under the Contract.

8) **RESPONSIBILITY OF THE SUPPLIER FOR LOSS OR DAMAGE:**

The Supplier is responsible for the safe delivery of the goods in good condition at the destination stores (or) Work sites. He should acquaint himself of the conditions prevailing for handling and transport of the goods to the destination and shall include and provide for security and protective packing of the goods so as to avoid damage in transit.

9) **PACKING:**

All the material shall be securely packed in such a manner as to withstand rough handling during rail and road transit up to site. The supplier will provide such packing of the material/equipment as is required to prevent their damage or deterioration during transit to their final destination. The packing will 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 will take into consideration ,where appropriate, the remoteness of the material/equipment final destination and the absence of heavy handling facilities at all points in transit .

10) **INSPECTION:**

Necessary tests shall be conducted in the presence of ADE/DE/Telecom at the work sites.

11) **GUARANTEED TECHNICAL PARTICULARS:**

Each of the the supplied SD card should be preloaded with tj14xx-ppc-REL 6_0_0a76_19_1.squash.img, and firm ware image fw_14xx_r1hw_rel_2_5.tbz of the control card XA14OT5 (product code141-PCA000022-E) of TJ1400 ,Tejas make .

12) **RISK:**

The risk in the property is entirely of the Supplier till the goods are received in good condition at destination stores (or) Work sites as certified by the Consignee.

13) **Functionality Test**

Functionality Test Certificate from the concerned officer should be submitted to this office after testing of the material to its fullest functionality.

14) **PENALTY FOR DELAY IN SUPPLIES:**

The time for and the dates for delivery mentioned in the P.O./Contract will be deemed to be the essence of the P.O./Contract. Subject to Force Majeure clause No.15, if the Supplier fails to deliver any or all of the Materials / equipment or fails to perform the Services within the period (s) specified in the Contract, the Purchaser will, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% per week on the undelivered portion subject to a maximum of 5% of the total value of the contract. Once the maximum is reached the Purchaser may consider termination of the contract.

The date of receipt of materials at destination stores in good condition will be taken as the date of delivery. Materials / Equipment which are not of acceptable quality or are not conforming to the specification would be deemed to be not delivered. For penalty, the number of days would be rounded off to the nearest week and penalty calculated accordingly.

The penalty specified above will be levied and would be adjusted against subsequent pending bills.

15) **FORCE MAJEURE:**

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.

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, the Supplier will promptly notify the Purchaser in writing of such condition and the cause thereof. Unless or otherwise directed by the Purchaser in writing, the Supplier will continue to perform its obligations under the Contract as far as is reasonable in practice, and will seek all reasonable alternative means for performance not prevented by the Force Majeure event.

No price variance will be allowed during the period of Force Majeure.

16) **CORRESPONDENCE:**

The Supplier's acknowledgement to this order and any correspondence, general or technical in nature shall be addressed to

The Chief Engineer (Telecom),
Room no.408,A-Block,
TSTRANSCO, Vidyut Soudha,
Khiratabad,Hyderabad-500082.

Any correspondence regarding payment shall be addressed to the consignee under intimation to the Chief Engineer (Telecom), TSTRANSCO, Vidyut Soudha, Hyderabad-500082.

17) **COMPLETENESS OF CONTRACT:**

All minor accessories that are normally necessary for satisfactory and efficient operation of the equipment shall be supplied by the Supplier free of cost to TSTRANSCO, whether these are

specifically mentioned or not in the Specification (or) in this Purchase Order and the equipment & the Works shall be complete in all respects.

18) **JURISDICTION:**

All and any dispute or differences arising out of or touching this order will be decided by the Courts or Tribunals situated in Hyderabad or Secunderabad only. No suit or other legal proceedings will be instituted elsewhere.

19) **ACKNOWLEDGEMENT:**

Please acknowledge this order soon on its receipt by returning the extra copy of the order enclosed, duly signing it with date in token of acceptance.

Yours faithfully,

Sd/-

Chief Engineer (Telecom)

Acting for and on behalf of TSTRANSCO.

"WE ACCEPT THE TERMS AND CONDITIONS STIPULATED IN THIS P.O."

Signature of the Contractor with seal

Copy Submitted to :

The Director(Grid Operations)/TSTRANSCO/VS/Hyderabad.

Copy Communicated to :

The FA&CCA(Accounts)/Vidyut Soudha/Hyderabad.