

**By Speed post:**



**TRANSMISSION CORPORATION OF TELANGANA LIMITED**

Website: www.tstransco.in

CIN No: U40102TG2014SGC094248

From:  
The Chief Engineer(P&MM),  
TSTransco, Vidyut Soudha,  
Hyderabad – 500 082.  
Tel/Fax: 040-23303670  
e-mail: ce.pmm@tstransco.in

To:  
M/s Universal Enterprises,  
Plot No.12, Rasoolpura,  
Near Rasoolpura Metro Station, Begumpet,  
Police lines,  
Hyderabad- 500 003  
e-mail: [tenders@universalenterprises.net](mailto:tenders@universalenterprises.net)  
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Phone No. 7032167444.

P.O.No. 4500003145/web PO.No.769/2022/CE(P&MM)/SE(P&MM)/TSPMM11-06/2022/  
D.No.116/22,dt: 21-10-2022.

Sirs,

Sub: Supply of Safety items against Tender Specification No.TSPMM11-06/2022  
-Detailed Purchase order – Issued - Reg.

Ref: 1. Specification No.TSPMM11- 06/2022.  
2. Your bid on e-procurement platform.  
3. LOI. No.CE(P&MM)/SE(P&MM)/DE-11/TSPMM11-06/2022/  
D.No.108/22,dt.11-10-2022.

\* \* \*

I, acting for and on behalf of TRANSMISSION CORPORATION OF TELANGANA LTD., (herein after called the "TSTRANSCO" or "the purchaser") accept your offer 2<sup>nd</sup> cited, against the Specification under ref. (1) cited, for procurement of Item-1: Dienoc Dielectric Non Conductive Harness (PN 42(DE)), Item-2: Suspension Intolerance Straps (STS01) and Item-3: Work Positioning Lanyard with Grip adjuster (PN 242), detailed under clause (2) below with the terms and conditions set out in this order. This detailed order is in confirmation of the Letter of Intent vide ref (3).

- 1) **SCOPE OF CONTRACT:** This contract relates to the supply of Safety items detailed under clause (2) below and covers Design, manufacture, testing before dispatch, delivery free at destination Substation/ Stores(FADS) as detailed in this order.

## 2) SCHEDULE OF MATERIALS AND PRICES:

Supply of Safety items as per the Technical Specification. The price break-up indicated as follows:

*All Financial Figures are in Rs.*

Sl. No.	Description	Amount in Rs.		
		Item-1: Dienoc Dielectric Non Conductive Harness (PN 42(DE)) (HSN Code: 63072090)	Item-2: Suspension Intolerance Straps (STS01) (HSN Code: 56090090)	Item-3: Work Positioning Lanyard with Grip adjuster (PN 242) (HSN Code: 56090090)
1	Ex-Works	5,193.00	406.00	2,099.00
2	Freight & Insurance	0.00	0.00	0.00
3	Total Taxable Unit price	5,193.00	406.00	2,099.00
4	GST @ 12% (CGST @6% + SGST @6%)	623.16	48.72	251.88
5	Unit FADS Price including Taxes	5,816.16	454.72	2,350.88
6	Quantity (Nos.)	684	538	655
7	Total Amount	39,78,253.44	2,44,639.36	15,39,826.40
<b>Grand Total :</b>				<b>57,62,719.20</b>
Rupees Fifty Seven Lakhs Sixty Two Thousand Seven Hundred Nineteen and twenty paise only.				

- The prices of equipment accepted are **FIRM** and FOR delivery destination stores/ site.
- The price is inclusive of all incidental charges such as Handling, Loading, Unloading etc.,
- Freight & Insurance will be reimbursed on submission of documentary proofs only.
- The dispatch of equipment is by road only. The transit insurance shall be at least for an amount equal to 100% of the cost of the goods and include storage cover for 45 days at stores/site.
- It is to note that the prices are with the present rate of GST @ 12% (CGST @6% + SGST @6%) on the total of Ex- Works, Freight and Insurance.
- The TSTransco shall have the right to vary the ordered quantity by +/-50% at any time during the execution of the order.
- TCS at prevailing rates is applicable on any payment made, if company's aggregate sales consideration during the relevant financial year exceeds Rs.50 Lakhs and total sales, gross receipts or total turnover including GST if any exceeds Rs.10 Crores in the financial year immediately preceding the financial year of subject sales.

The payment of TCS shall be subjected to furnishing of necessary documents. The stipulated conditions are to be verified by the DDOs while processing the bills.

The PAN No. of TS TRANSCO is AAFCT0166J.

- h) If any payment is made erroneously, TSTransco reserves the right to **recover the same from your future bills/BGs.**
- 3) **DELIVERY:** To commence supply with 150 Nos. within two months from the date of Letter of Intent and complete @ 150 Nos. per month thereafter.
- 4) **PERFORMANCE SECURITY:**

The supplier shall furnish to the Purchaser, the performance security for an amount equal to 10% of the total contract value i.e. Rs. 5,76,272.00 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.

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. 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.

The performance security will be..

- (a) A bank guarantee issued by State Bank of India/Nationalised Banks acceptable to the Purchaser i.e., in the name of Chief Engineer(P&MM), TSTRANSCO, Vidyut Soudha, Hyderabad-500082, in the form provided in the bidding documents.
- (b) A banker's cheque or crossed DD or Pay Order payable at the Head quarter of the Purchaser in favour of "Pay Officer, TSTRANSCO" drawn in any scheduled banks payable at Hyderabad.
- 5) **TERMS OF PAYMENT:-**
- a) 100% payment will be arranged through PFC/REC/Banks/TSTRANSCO/ Bulk Load funds within 45 days reckoned from the check-measurement date in Form-13.
- b) For payment through Real Time Gross Settlement (RTGS) the details of Bank Account are as below.

1	Company Name	M/s Universal Enterprises, Sec-bad.
2	Name of the Bank	HDFC Bank
3	Branch Address	VIP Road, Ongole.
4	Account No.	59203666999999
5	MICR No.	523240003
6	IFSC Code	HDFC0004312
7	PAN No.	AFUPM9775R
8	GST No.	36AFUPM9775R1ZV

- a) The 100% payment mentioned above is subject to submission of performance security by the supplier as per clause (4) above.
- b) The supplier should invariably submit acceptance and routine test certificates and other documents the purchaser specifies before the dispatch is made so that they can be checked and approved well in advance.
- c) The performance guarantee to be executed in accordance with this specification will be furnished on a stamp paper of value Rs.100/-. The Bank Guarantee will be extended if required suitably in accordance with the provisions of Performance Security clause of the specification.
- d) If the supplier has received any over payments by oversight or if any amounts are due to the TSTransco due to any other reasons, 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 due to the supplier and / or Bank Guarantees given by the company due to or with TSTransco.
- e) When the supplier does not at any time, fulfill his obligations in replacing / rectifying etc. the damaged / defective materials in part or whole promptly to the satisfaction of the TSTransco Officers, 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, wharfages or damage occurring to the consignments so dispatched.
- f) Any incidental charge such as stamp duty, bank charges etc., shall be to the Supplier's account and any charges in relation there to shall not be included in the bills submitted to TSTransco's Paying Officer through Banks.
- g) All payments will be made in non-convertible Indian Rupees.
- h) The Bank details as above are final and shall not be revoked under any circumstances.

**6) WARRANTY:**

- a) The material shall be guaranteed for satisfactory performance for a period of 18 Months from the date of check measurement.
- b) During warranty period if the material is found defective it shall be replaced by the supplier free of all costs to the TSTRANSCO.
- c) In case the material has to be taken to the manufactures works/service center the transport and insurance cost shall be borne by supplier.
- d) If the material cannot be rectified completely within one month of intimation of the problem during warranty period the material shall be replaced with new material free of cost to TSTRANSCO.
- e) In case the material is repaired/replaced during warranty period the performance security and warranty shall be extended by one year in addition to regular warranty period.

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

- a) The supplier is responsible for the safe delivery of the goods in good condition at the destination. He should acquaint himself of the conditions obtaining for handling and transport of the goods to destination and shall include and provide for security and protective packing of the goods so as to avoid damage in transit.
- b) External damages or shortages that are prima facie the results of rough handling in transit or due to defective packing will be intimated within a fortnight of the receipt of the materials. Internal defects, damages or shortages of any internal parts which cannot ordinarily be detected on a superficial visual examination will be intimated subsequently.

In either case, the defective or damaged materials should be replaced by the supplier 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, 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 there for from the deposit such as Earnest Money, Security and Performance or other monies available with TSTransco or by resorting to legal action.

- c) For the purpose of any legal construction, the material shall be deemed to pass into TSTransco's ownership only at the final destination where they are delivered and accepted.

**8) PENALTY FOR LATE DELIVERY:**

- a) The delivery period as per agreed delivery schedule shall be deemed to be the essence of the contract. In case of delay in delivery of materials beyond the agreed delivery schedule or to perform the services within the period specified in the contract whatever be the reason the TSTransco may at its option, demand and recover from the supplier from the contract price, as liquidated damages, a sum equivalent to 0.5% per week or part thereof on the value of the undelivered portion subject to a maximum of 5% of total value of contract.
- b) For penalty, the number of days of delay would be rounded off to the nearest week and penalty calculated accordingly.
- c) Equipment which is not of acceptable quality (or) not confirming to specification would be deemed to be not delivered.
- d) The penalty specified will be levied and would be adjusted against subsequent pending bills.
- e) The check measurement date in Form-13 i.e., the date of receipt of equipment at the destination stores in good condition will be taken as date of delivery.

**9) 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 it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For the purpose of this clause 'Force Majeure' means an event beyond the control of the Supplier and not involving the Suppliers' fault or negligence and not foreseeable. Such events may include but are not restricted to wars or revolutions, fires, floods, epidemics, earth quakes, Tsunami, quarantine restrictions and freight embargoes.
- c) If the Force Majeure situation arises, the supplier will promptly notify 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 possible, and will seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**10) TERMINATION FOR DEFAULT :**

- a) The Purchaser without prejudice to any other remedy for breach of Contract, by written notices of default sent to the Supplier, may terminate this Contract in whole or part:
  - i) If the Supplier fails to deliver any or all of the Materials/equipment 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 obligations 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/equipment or services similar to those undelivered and the Supplier will be liable to the Purchaser for any excess costs for such similar Materials/equipment or Services. However, the Supplier will continue performance of the Contract to the extent not terminated.

**11) TERMINATION FOR CONVENIENCE:**

- a) 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 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.
- b) However the materials/equipment that are complete and ready for shipment within thirty (30) days after the supplier's receipt of notice of termination will be accepted by the Purchaser at the contract terms and prices.

**12) TERMINATION FOR INSOLVENCY:**

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or not affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.

**13) TAXES:**

Taxes as indicated in the price schedule at paragraph (2) are applicable. You shall agree, that if, at any time, any GST reported to have been paid has not been paid, or a lesser amount has been paid, or on subsequent adjudication or appeal or revision it is decided that a lesser amount is payable, you shall refund such amounts irrespective of time lag.

**14) STATUTORY VARIATIONS:**

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, provided that in cases where delivery schedule is not adhered to by the supplier and there are upward variation/ revision after the agreed delivered date, the supplier will bear the impact of such levies and if there is downward variation / revision the TSTransco will be given credit to that extent. Statutory variation if any allowed, it is allowed only once during delivery period, i.e. at the time of delivery of goods at factory. In case of sub-vendor items, taxes & duties are inclusive in tender price and no statutory variation is applicable.

In cases where the bidder assumes less tax rates and become lowest, upward variation of taxes will not be considered. In case of the bought out items for which the prices are quoted all inclusive of taxes, statutory variation shall not be applicable.

**15) DISPATCH INSTRUCTIONS:**

The dispatch instructions for the equipment will be furnished separately on satisfactory scrutiny of acceptance test certificates. The prices indicated in clause (2) above shall remain unaltered whatever be the destination.

**16) INSPECTION:**

After completion of manufacture of the equipment/ material, routine tests shall be performed as per relevant standards and requisite copies of test certificates shall be furnished to the purchaser. Various components of the equipment shall be routine tested in accordance with approved standards and manufacture standards.

As soon as the material/ equipment are ready the supplier will duly send intimation to TSTransco by post/fax and carry out the tests in the presence of the representative of TSTransco. The Supplier shall give at least 15 days advance intimation to enable the Purchaser to depute his representative for witnessing acceptance and routine tests. All charges in connection with inspection shall be borne by the supplier.



The equipment should not be dispatched without final inspection of the tests, approval of test certificates and issue of specific dispatch instructions or specific waiver thereof from this office. The equipment shall reach the destination store/site within three weeks of issue of Dispatch Instructions.

**17) 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.

**18) GENERAL CONDITIONS OF CONTRACT:**

Except in so far as it is provided otherwise in this contract, you shall abide by the terms and conditions appended to the specification. Except as specifically accepted in this order the terms and conditions mentioned in your quotation under reference are not accepted.

**19) RISK:**

The risk in the property is entirely yours till the goods are received in good condition at the destination.

**20) PACKING:**

Each of the material/equipment shall be securely packed separately in such a manner as to withstand rough handling during rail and road transit up to site and as per latest IS/BSS/IEC.

**21) TESTS & TEST CERTIFICATES:**

All routine tests in accordance with relevant ISS/BSS/IEC specifications shall be conducted on the equipment. You shall intimate this office at least 15 days in advance as to the date when you propose to conduct the acceptance tests for deputing TSTransco's representative to witness the tests. Three copies of the test certificates containing the results of all the acceptance tests along with routine tests carried out shall be furnished for approval.

The test certificates shall be submitted immediately after the tests are conducted and got approved before the equipment is dispatched.

**22) 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 filling 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.

**23) INSURANCE:**

As insurance charges are included in your prices you should cover the equipment against transit risks and also for further period of 45 days towards storage from the date of receipt of equipment at site. It is entirely your responsibility for arranging the insurance through your underwriters. The damages and shortages will be intimated to you as stipulated in purchase order and you shall arrange for replacement/repairs immediately without awaiting settlement from insurance authorities.

**Note:** The material will not be taken into stock unless documentary evidence for Freight and Insurance is furnished along with material.

**24) TRAINING:** Supplier shall arrange exhaustive Classroom training with theory and practical session on the usage of the material by the personnel of the Principal Company in our premises without extra cost at CTI-TSTRANSCO.

**25) MANUALS:**

4 No of sets Operating / Users Manuals in English are to be supplied along with the material.

**26) CORRESPONDENCE:**

- a) Your acknowledgement of this order and all correspondence of general or technical nature shall be addressed to the Chief Engineer/P&MM, TSTransco, Vidyut Soudha, Hyderabad –500 082.
- 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 to the Chief Engineer/P&MM, TSTransco, Vidyut Soudha, Hyderabad – 500 082. Copies of the correspondence regarding payments should also be marked to the Executive Director/Finance, TSTransco, Vidyut Soudha, Hyderabad – 500 082.

**27. 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.

**28. 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.

Encl: GTP

Yours faithfully,

Chief Engineer (P&MM)  
Acting for and on behalf of T.S.TRANSOCO.

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

Signature of the Contractor with seal

Copy to the:

The Chief Engineer/Transmission/TSTRANSOCO/Vidyut Soudha/Hyderabad.

The Chief Engineer/Metro-Zone/TSTRANSOCO/Erragadda/Hyderabad.

The Chief Engineer/Rural-Zone /TSTRANSOCO/ Erragadda/Hyderabad.

The Chief Engineer/Warangal-Zone/TSTRANSOCO/Warangal

The Chief Engineer/Karimnagar-Zone/TSTRANSOCO/Karimnagar

The SAO/Pay & Accounts/TSTransco/Vidyut Soudha/Hyderabad.

The SE/ Quality Control/TSTransco/ Vidyuth Soudha/Hyderabad

The Superintending Engineer/ OMC/ Metro-Central/TSTRANSOCO/2<sup>nd</sup> floor, 132KV NIMS GIS SS premises, Erramanjil, Punjagutta, Hyderabad-82.

The SAO/ OMC/ Metro-Central/ TSTRANSOCO/ 2<sup>nd</sup> floor, 132KV NIMS GIS SS premises, Erramanjil, Punjagutta, Hyderabad-82

The Divisional Engineer/Transmission Stores/MC/TSTRANSOCO/Erragadda/GTSColony/ Hyderabad.

The Assistant Executive Engineer/Stores/MC/TSTRANSOCO/Erragadda/GTS Colony/ Hyderabad.

Copy of this PO is available on <http://tgto.telanagana.gov.in/>

\* This order is placed against the indent indicated below:

Indent reference	Description of material	Metro Zone Qty (Nos.)	Rural Zone Qty (Nos.)	Warangal Zone Qty. (Nos.)	Karimnagar Zone Qty (Nos.)	Total Qty (Nos.)
U.O No. CE(Tr)/SE (Tr)/ DE(SS)/ A4/F.6456/22/ Safety items/ D.No.743/22, Dt:08.02.2022	Item-1: PN42(DE). DIELECTRIC Non conductive full body harness	203	186	122	173	684
	Item-3: STS01 Suspension intolerance straps (A set of two straps, one each for the two lateral sides of the harness).	187	126	92	133	538
	Item-4: PN242 Work positioning polyamide rope Lanyard(14mm) with Automatic grip adjuster 2 Hook PN 112(length 2M)	184	138	162	171	655

## Guaranteed Technical Particulars

### Item1: Dienoc dielectric Non-Conductive Harness(PN 42(DE))

HSN Code: 63072090

Sl. No.	Description			M/s Universal Enterprises, Sec-bad
1	MATERIAL MAKE			KARAM
2	PHYSICAL PARAMETERS	General	General	(i) Full body harness of 44 mm wide polyester webbing (ii) Completely electrically insulated harness (iii) With two chest attachment textile loops and a non-conductive dorsal attachment D-rings for fall arrest (iv) Cushioned pad is to be provided at waist level (v) Two non-conductive lateral D-Rings at waist for work positioning (vi) Elasticated shoulder strap to be provided for flexibility and snug fitting to the user (vi) Complete with special plastic coated D-rings and all metal adjustment buckles make it completely electrically insulated.
			Weight	1950gm $\pm$ 10gm
3	TEXTILE COMPONENTS	Webbing	Material	Polyester
			Width	44mm $\pm$ 1mm
			Breaking Strength	25kN(min)
		Stitching Thread	Material	High-tenacity polyester
			Colour	Orange (Contrasting colour to facilitate visual inspection).
4	METALLIC ASSEMBLY		Material	High strength steel
			Plating	Insulated
			Finish	Die electric Insulated

### Item3: Suspension Intolerance Straps(STS01) (A set of two straps, one each for the two lateral sides of the harness), HSN Code: 56090090

Sl.No.	Description			M/s Universal Enterprises, Sec-bad
1	MATERIAL MAKE			KARAM
2	PHYSICAL PARAMETERS	General		(i) Shall be specially designed to help relieve the negative effects of suspension trauma, (ii) Compact and light-weight, shall not hamper with the activity of the worker while at work (iii) Shall allow the suspended worker to stand up in his harness to relieve pressure (iv) Shall be easy to attach to the harness with the help of the textile loop and Push Button provided & (V) Easy development; operation shall be fool-proof.
			Weight	110 gms $\pm$ 10 gms
3	TEXTILE COMPONENTS	Webbing	Material	Polyester
			Width	20 $\pm$ 1 mm
			Breaking Strength	315 kgf
		Stitching Thread	Material	High-tenacity polyester
			Color	White
4	METAL ASSEMBLY	Frame	Material	High Strength Steel.
			Plating	Zinc Plated
			Finish	Deburred and polished

**Item4: Work Positioning Lanyard With Grip Adjuster(PN 242),**  
**HSN Code:56090090**

Sl. No.	Description			M/s Universal Enterprises, Sec-bad
1	<b>MATERIAL MAKE</b>			<b>KARAM</b>
2	<b>PHYSICAL PARAMETERS</b>	General		(i)Rope ends spliced and covered with polyethylene protective sleeve, (ii)Abrasion resistant thimbles provided within loops, (iii)Karabiner (PN 112) provided at one end and one karabiner (PN 112) equipped with Rope Grab RG 03 for attachment, (iv) Easy adjustment by using Rope Grab RG 03, (v) Ø14 mm three strand Polyamide Twisted rope, (vi) Green Tracer in the rope to indicate degradation of material, (vii) Adjustable length up to max. 2 mtr & (viii) Rope breaking strength min. 25 kN.
			Weight	1125 gm ± 10 gm
3	<b>METALLIC ASSEMBLY</b>	Rope Grab Rg 03	Material	High strength alloy steel
			Plating	Zinc plated
			Finish	Deburred and polished
		Karabiner Pn 112	Material	Alloy steel
			Breaking Strength	25 kN (Min.)
			Finish	Silver/Golden Yellow Galvanized

Chief Engineer (P&MM)