

*Electricity saved is electricity produced*

**TRANSMISSION CORPORATION OF TELANGANA LIMITED**

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

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

**P.O.No. 359 /OC- 02 / CE/LIS/SE(LI)/DE3(LIS)/AE/Markook XLPE/D.No. 362 /2019,  
Dt . 22 .08. 2019**

Sir,

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

Ref: 1) Specification No. e-TSTLI-02/2017-18.  
2) Your offer for the above tender specification opened on 13-03-2018 on e-procurement platform.  
3) This Office LOI vide Lr.No.LOI-CE(LIS)/SE(LIS)/DE3 /AE/e-TSTLI-02/2017-18/ D.No. 21/2018, Dt.13-04-2018.

\* \* \*

I, acting for and on behalf of and by the order and direction of Transmission Corporation of Telangana Limited (herein after referred to as 'TSTRANSCO'), accept your offer in the reference (2) cited, for Supply & Erection of 220kV, 1000 Sq.mm XLPE Cable end terminations along with accessories and Erection/Laying of 220kV, 1000 Sq.mm XLPE Single Core Cable at 220/11kV Markook SS under Package-14 of Kaleshwaram Lift Irrigation Scheme in Siddipet district on Turnkey basis as per the terms and conditions of Specification No. e-TSTLI-01/2019 and award for Erection at a total value of **Rs. 5,78,47,890.87 (Rupees Five Crores Seventy Eight Lakhs Forty Seven Thousand Eight hundred and Ninety only)** as detailed in the schedule enclosed, subject to the conditions set out in this order. This Order confirms the Letter of Intent issued vide this office letter (3) cited.

**2. SCOPE OF THE CONTRACT:**

This Contract relates to the construction, erection, testing & commissioning of subject project as per the terms and conditions in Specification No. e-TSTLI-01/2019, except those modified in this Contract award letter. The rates indicated in Schedule-B appended to this Order

are inclusive of all taxes and duties, as per your offer vide references (2<sup>nd</sup>) cited. The material that is to be supplied by you shall be delivered at the places of work site. The material that will be issued by TSTRANSCO shall be taken delivery from TSTRANSCO Stores and transported to site at your cost. Any surplus material to be returned by you shall also be devoluted to Stores, TSTRANSCO at your cost.

The Contractor shall arrange certified jointers for Cable end terminations.

#### **ABSTRACT OF SCHEDULES:**

<b>Sl. No.</b>	<b>Description</b>	<b>Amount in Rs.</b>
1	Schedule – B (Labour Portion)	<b>5,78,47,890.87</b>

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

#### **3. GENERAL CONDITIONS:**

Except where otherwise agreed to in this acceptance letter, all the terms and conditions stipulated in the Specification No. e-TSTLI-01/2019 are binding on you and these shall form part of this Contract.

#### **4. STANDARD OF WORK:**

The material to be supplied and works to be executed under the Contract shall be carried out in accordance with the Tender Specification and the latest scientific and technical standards. Where the work done or any part thereof, does not, in the opinion of the concerned TSTRANSCO's Engineer (which opinion shall be final), conform to the Specification or standards, TSTRANSCO may require the work to be redone by you at no extra cost to the TSTRANSCO or have it redone by another agency at your cost and risk as per the undertaking given by you.

#### **5. PRICES :**

The rates of works covered in Schedule-B shall be **firm** on all accounts such as increase in quantum of work over that provided in the contract, execution of contract beyond the scheduled completion period for whatever reasons, increase in the rates of material and labour both during and beyond the completion period etc. These prices are including all the taxes and duties wherever applicable.

#### **6.1 TAXES AND DUTIES:**

The prices indicated in Schedule-B are firm, except for the materials mentioned under

clause (6) above, and are inclusive of all taxes such as GST@12% etc.

The Contractor shall be entirely responsible for payment of all taxes, levies, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser or 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.

## **6.2 Income Tax:**

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

## **6.3 INSURANCE:**

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

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

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

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

Section-II, "Financial" Volume-I of Specification No.e-TSTLI-01/2019. All insurance premiums shall be borne by you.

#### **7.5 STATUTORY VARIATION:**

For both Schedule-A and B, any variation up or down in statutory levy or new levies introduced after Tender calling date under this specification will be to the account of TSTRANSCO.

In cases where delivery schedule is not adhered to by the contractor and there 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.

#### **8.1 VARIATION IN QUANTITIES:**

The quantities indicated in the Schedules are only provisional and are likely to change during actual execution. Any other items not specifically mentioned in the Tender Specification/Drawings but which are required for successful completion of Subject work are deemed to have been included in the scope of the Contract unless specifically excluded. When quantities of any item are likely to exceed beyond 25% over and above the scheduled quantity or any new items/ supplemental items arises, the Contractor shall bring the fact to the notice of Chief Engineer/LIS, well in advance and take prior orders for going ahead with the work. Without approval of this office, Contractor shall not go ahead with the work wherever the increase in quantities exceeds beyond 25% over and above the scheduled quantities or any new items / supplemental items arise.

The contractor is bound to execute all Increased / supplemental / new items that are found essential, incidental and inevitable during execution of the contract at the rates to be worked out as per the terms and conditions of Tender Specification.

**8.1.1 For increase in quantities:** The rates accepted for individual items shall hold good even for the increased quantities up to and beyond 25% over and above the agreement quantities.

#### **8.2 Supplemental / New Items:**

For the items relating to Schedule-B where the rate can be deduced from the estimate of TSTRANSCO / DISCOMS / common SSR, the rate applicable will be the

estimated / SSR rate +/- tender percentage quoted/ accepted by the bidder whichever is less. The schedule of rates adopted for supplemental items / new items shall be from the current SSR applicable during the execution period.

For items relating to the Schedule-B where the rates of new items cannot be deduced from the estimate / SSR, the rate payable will be arrived based on the prevailing market rates duly enquiring / collecting quotations and observing the reasonableness of the rates by the Purchaser. Tender percentage is not applicable for these items.

- 8.3** The contractor shall plan and procure the material indicated in the Purchase Order for schedule 'B' (which are intended for subject works) duly verifying with the approved layout, so that the procured quantities match with actual requirement to avoid excess supply of materials.

**9. EXECUTION OF WORKS NOT COVERED BY THE CONTRACT:**

If in the course of the execution of works against the contract, it becomes necessary to execute items of work which are not covered either by the Tender Specification or your offer or this detailed acceptance letter, such works shall be carried out as per the departmental estimated rates. All such items of works shall, however, be executed only on directions by this office in writing.

**10. TERMS OF PAYMENT:**

- A) All the payments will be made to you in the following proportion.**

**a) For Works:**

Payments will be made up to 90% of the bills for the items of works completed during a month. For this purpose, the contractor shall submit monthly bills to the Executive Engineer regularly to ensure payments in time. The contractor shall give full details of items of works done against each location in support of the bill. Bills submitted without supporting details will not be taken into cognizance.

- i) Out of balance 10% amount, the first 5% payment will be released after completion of all the works, provided the material account is settled. The final 5% payment will be released after completion of the Guarantee period or on

submission of a Bank Guarantee for the equivalent amount, valid for the guarantee period plus two months claim period, subject to settlement of material account.

- 11.1** Payments will be made by cheques / by way of Electronic Fund Transfer / RTGS from TSRANSCO funds or Bank funding. An amount of Rs. 50/- will be recovered from the bill amount for each disbursement on LOA raised by unit officers towards RTGS. For payments, Bank charges etc are to be borne by the contractor.

**Bank account details for payment through RTGS system:**

1. Name of the Bank : HDFC Bank Ltd.
2. Name of the Branch : Banjara Hills Branch, Hyderabad
3. Branch Code : 0521 :
4. City : Hyderabad
5. Account No. : 50200000985932
6. MICR No. : 500240002
7. IFSC No. : HDFC0000521
8. Income Tax PAN No. : AABCR4218B
9. GST Registration No. : 36AABCR4218BIZV
10. Date of GST Registration : 28/06/2017
11. Place of GST Registration : TELANGANA

- 11.2** The performance guarantee to be executed in accordance with this specification will be furnished on a stamp paper of TS Govt. for a value of Rs.100/-. The bank Guarantee will be extended if required suitably.

- 11.3** If the supplier has received any over payments by mistake or if any amounts are due to TSTRANSCO due to any other reason, when it is not possible to recover such amounts under the contract resulting out of this specification, TSTRANSCO reserves the right to collect the same from any other amount and / or Bank Guarantees given by the company due to or with the TSTRANSCO.

- 11.4** For the payment in advance before the “scheduled date of payment”, the vendors can directly access the concerned ED(Finance) requesting advance payment against the discount offered.

## **12. COMPLETION PERIOD:**

Erection/Laying, Testing and commissioning of 220kV, 1000 Sq.mm XLPE Cable and Cable end terminations along with accessories at 220/11kV Markook SS for the Subject work shall be completed within Five (5) Months. The commencement date of the Project shall be reckoned from the date of issue of Letter of Intent.

The completion period shall be firm, definite and unconditional without any bearing on the procurement of materials or any similar pre-requisites.

The detailed program for execution of works/supplies i.e., BAR/PERT chart shall be given by the contractor in the kickoff meeting to be held within 15 days from the date of issue of Letter of Intent. The contractor shall execute all the works / supplies as per the BAR/PERT chart as agreed in the kickoff meeting

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

## **13 PENALTY FOR LATE COMPLETION:**

The completion period mentioned above is the essence of the Contract. In case of delay in execution of works, Penalty will be levied as follows.

a) 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 Contractor when compared with the BAR/PERT charts as accepted in the Kickoff meetings, whatever may be the reasons, TSTRANSCO shall levy and collect the penalty @ 1% 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.

b) Penalties after overall completion period:

“In case of delay in erection of the works or supply of material / equipment beyond overall completion period, whatever may be the reasons, TSTRANSCO shall levy and collect the penalty @ **0.5%** per week of the delay on the delayed value of the works / 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 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 contractor. This is in addition to the right of the TSTRANSCO to recover any damages from the contractor and also blacklisting.

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

#### **14. PERFORMANCE SECURITY:**

**As per Clause (4.1), Section-II 'Financial' of Volume-I of the Specification, you are required to furnish performance security equal to five percent (5%) of the value of Schedule-B, for the proper execution / fulfillment of contract.** Performance security for a value of Rs. 28,92,400.00 with a validity of 60 months over and above the completion period, with two months claim period thereafter.

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

#### **15. PERFORMANCE GUARANTEE:**

- i) The supplier warrants that the Goods supplied under the contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that the Goods supplied under this contract shall have no defect arising from design, material or workmanship (except in so far as the design or material is required by the Purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied Goods in the conditions obtaining in the country of final destination.
- ii) This warranty shall remain valid for 66 months after the Goods, or any portion thereof as the case may be, have been delivered at the final destination indicated in the Contract, or for 60 months from the date of commissioning, whichever ever period concludes later.



**16. PAYING OFFICER:**

The Paying Officer is the Superintending Engineer/OMC/Sangareddy and the Agreement Authority is Superintending Engineer/LIS/Hyd-Rural.

**17. CEMENT AND STEEL FOR STRUCTURE FOUNDATIONS AND OTHER CIVIL WORKS:**

Cement and steel reinforcement rods: The cement and steel reinforcement rods required for the work have to be supplied by the contractor as per latest ISS. IS Certification mark is Mandatory. Cement and reinforcement steel procured from major cement manufacturers mentioned below shall only be procured.

Sl. No.	Description of Material		Approved brands
1	Cement	:	1) ACC Limited 2) Kesoram Cements 3) Orient Cements 4) Zuari Cements 5) CCI Limited 6) Andhra Cements 7) Coramandel Cement 8) Raasi Cement 9) Sri Vishnu Cements 10) Madras Cements 11) Ultra Tech Cement Limited – APCW 12) KCP Limited 13)Penna Cements 14) Panayam Cement 15) Grasim 16) Rajashree Cement 17) Mysore Cement 18) Century Cement 19) Ambhuja Cement and 20) Priya Cement, 21) Deccan Cements, 22) Dalmia Cements, 23) Parashakti Cements, 24) Maha Cements.
2	Reinforcement and structural steel	:	1) VSP 2) SAIL 3) TISCO and 4) ISCO

Copies of invoices and test certificates from the cement and steel manufacturers shall be submitted by the contractor to the Engineer and obtain clearance before actual use. Such clearance will be given within a maximum period of one week.

**18. APPROVAL OF SUB-VENDORS FOR EQUIPMENT/MATERIALS:**

The material/ equipment required for this project shall be invariably purchased from the approved vendors, who have already supplied similar materials to TSTRANSCO and have proven performance.

**19.1 QUALIY OF EQUIPMENT/MATERIAL:**

Equipment/material supplied by you shall be of good quality. You shall furnish samples and get them tested in the presence of the TSTRANSCO Engineer/ representative. The material

shall be dispatched only after inspection, testing and approval by TSTRANSCO. The tests to be carried out on the equipment/ material shall be in accordance with Volume-II of the Specification. Construction materials like sand, metal, stone, shall be got approved by Executive Engineer/Civil concerned for the work covered by schedule.

**19.2 Quality Standards:**

You shall adhere to the Quality Assurance Plan during execution of works.

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

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

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

**19.5 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.

**19.6 Uncovering and Making Openings:** TSTRANSCO reserves the right to uncover and examine any part of the works if it is found to be not according to specification. The contractor shall uncover any part of the works or make openings as the Engineer may from time to time direct and shall reinstate and make good such part or parts to the satisfaction of the Engineer.

**19.7 Inspection of operation:** The Engineer and any person authorized by him shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials are being obtained for the works and the contractor shall afford every facility and every assistance in or in obtaining the right to such access.

**19.8 Removal of improper work and materials:**

a) TSTRANSCO representative shall, during the progress of works, have power to order in writing from time to time the removal from site within one week of receipt of notice, of any materials which in their opinion are not in accordance with the contract.

b) In case of default on the part of the Contractor in carrying out such an order, TSTRANSCO shall be entitled to employ and pay other persons to carry out the same and all expenses consequent therein or incidental thereto shall be recoverable from the contractor by TSTRANSCO from any money due to or which may become due to the contractor.

**19.9 INSPECTION DURING ERECTION:** The provisions of the clauses entitled in the specification for 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 material/equipment, the CONTRACTOR shall make good 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.

**19.10 ACCESS TO SITE AND WORKS ON SITE:** Suitable access to and possession of the 'Site' shall be afforded to the CONTRACTOR by the PURCHASER in reasonable time. The work so far as it is carried out on the Purchaser's premises, shall be carried out at such time as the Purchaser may approve. In the execution of the Works, no persons other than the Contractor or his duly appointed representative, Sub-contractor and workmen, shall be allowed to do work on the Site except by the special permission, in writing of the Engineer or his representative.

Access to the 'Site' at all times shall be accorded to the PURCHASER/ENGINEER and other authorized officials and statutory Public Authorities. Nevertheless, the CONTRACTOR shall not object to the execution of the work by other Contractors or tradesmen whose names shall have been previously communicated in writing to the CONTRACTOR by the PURCHASER/ ENGINEER and afford them every facility for the execution of their several functions simultaneously with his own.

**19.11 EMPLOYMENT OF TECHNICAL STAFF FOR SUPERVISION, SKILLED AND UNSKILLED LABOUR:**

Bidder shall arrange certified jointers and shall enclose the certificates that jointers have experience with manufacturer of Cable/end terminations offered for making terminations.

The contractor shall make his own arrangements for engagement of all labour, local or otherwise, their transportation, housing, feeding and payment thereof, in accordance with labour law, unless the contract otherwise provides. No idle labour payment will be made to the contractor.

**20. WATER & POWER:** The contractor has to make use of the water and power supply available, if any, at Substation site. Transport of water from the available source to the Substation site will be the contractor's responsibility. The contractor has to use power driven equipment at his own cost for pumping water. In case water is not available at site the contractor has to make his own arrangements and any extra claim on account of this will not be entertained. Temporary Power supply if required for construction purpose will be arranged by TSTRANSCO at one point in the Sub-Station site from DISCOM. Further cabling up to the contractor's office/works is in the contractor's scope only.

**21. PENALTIES IMPOSED FOR DEFICIENCIES IN QUALITY OF WORKS:**

During execution of works, if any deficiencies in quality of works/materials are found in deviation to the Specification/Agreement, penalty shall be levied as per clause (22.0) of Section-I, Volume-I of the Specification.

**22. EQUIPMENT/MATERIAL REQUIRED FOR THE WORK:**

All the equipment/material required under the scope of this contract shall be supplied by you. The standards, workmanship and technical requirements of these equipment /

materials shall conform to the relevant standards and Volume-II 'Technical Specification', of the specification No.e-TSTLI-01/2019. You shall be responsible for the proper handling and maintenance of these materials up to the time of the handing over of the completed works to the TSTRANSCO and returning of surplus materials if any, at the TSTRANSCO's stores. Yards and stores for stacking of the material/ equipment supplied by you shall be open for inspection by the TSTRANSCO's staff as and when required.

**23. 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 material 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 TSTRANSCO, you shall be liable to make good the loss without any extra cost to TSTRANSCO.

**24. 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 manufacture/offer for inspection/ supply/ erection with probable dates.

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 required for the work.

**25. DISPATCH INSTRUCTIONS:**

The dispatch instructions will be communicated to you while approving the Test Certificates furnished as and when the material/equipment is inspected. Three copies of test certificates containing the results of all tests carried out shall be submitted to the Chief Engineer/LIS and got approved before dispatch.

**26. 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 have been 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.

**27. OPERATION AND MAINTENANCE MANUALS:**

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

**28. SITE STORES:**

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

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

The CONTRACTOR shall establish a Site Office at '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 invariably be kept by the Contractor at the site office 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, approved drawings for all equipment and material.
  - iv) Applicable Technical Standards like IS/IEC 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.

**30. AGREEMENT:**

30.1 The Superintending Engineer/ LIS /Hyd-Rural is the overall in charge of the work and the agreement authority. The Executive Engineer/ LIS/ Mahaboobnagar and Assistant Executive Engineer will be in charge of execution of the work. The contractor shall attend the office of the SE/LIS within 15 days of the detailed order to enter into an agreement. The Superintending Engineer/LIS/ Hyd-Rural shall enter into an agreement with the contractor duly verifying the following.

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

30.2. 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.

**30.3 SUB CONTRACTOR AND SUB ORDERS:**

The Contractor shall carry out all the works mentioned in the schedules by their company only. Sub-contracting or sub ordering is not allowed by TSTRANSCO.

**31. MANAGEMENT /CO-ORDINATION MEETINGS:**

Monthly / Fortnight review of works shall be conducted by the Superintending Engineer/LIS/Hyd-Rural or Chief Engineer/LIS. The contractor or his representative shall invariably attend the meetings whenever called. The representative of the contractor who

attends the kick-off meetings and review meetings shall be qualified and shall be authorized by the Contractor with the details of qualification and responsibility and designation of the authorized person.

**32. EARLY WARNING:**

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

**33. MEASUREMENT OF WORK AND PROGRESS PAYMENTS:**

The PURCHASER/ENGINEER may, from time to time, intimate the CONTRACTOR that he requires the works to be measured and the CONTRACTOR shall attend or send a qualified agent to assist the PURCHASER/ENGINEER or his representative in taking such measurements and calculations and to furnish all particulars as may be required by him.

Where the erection of equipment, vessels and structural steel is involved, the basis of such measurements and progress evaluation shall be weights specified in the bidding documents or invoices or drawings as decided by the PURCHASER/ ENGINEER.

Should the CONTRACTOR not attend or neglect or omit to send such agents, then the measurement taken by the PURCHASER/ENGINEER or approved by him shall be taken to be the correct measurements of the work. The CONTRACTOR or his agent may, at the time of measurement, take such notes of measurements as he may require.

**34. PHOTOGRAPHS AND PROGRESS REPORTS:**

Contractor shall furnish three (3) prints to the PURCHASER/ENGINEER of progress photographs of the work done at 'Site'. Photographs shall be taken when and where indicated by the PURCHASER/ENGINEER or his representative. Photographs shall be adequate in size and number to indicate various stages of erection. Each photograph shall contain the date, the name of the CONTRACTOR and the title of the photograph. Normally photographs may be taken once every 15 days and for all special events.

The above photographs shall accompany the fortnight/ monthly progress report detailing out the progress achieved on all erection activities as compared to the Schedules. The report



shall also indicate the reasons for the variance between the scheduled and actual progress and the action proposed for corrective measures wherever necessary. The contractor shall furnish progress reports as and when requested by the PURCHASER/ ENGINEER.

The photographs should be clear and hard copy or soft copy (2Nos) shall be submitted to the Engineer in charge immediately

**35. RESPONSIBILITY OF THE CONTRACTOR:**

The contractor is responsible

- i) For the safe delivery of the goods in good condition at destination and execution of the works ensuring quality. He should acquaint himself of the conditions obtaining in regard to supply of the materials.
- ii) To mobilize and plan for the labour and TSTRANSCO shall not be responsible for any mismatch of work on account of whatever be the reasons and the contractor has to bear the costs towards idle labour on account of mismatch of work if any.
- iii) To submit the work/ material bills, (preferably monthly for work bills and for materials immediately after receipt of them at site) promptly and submit all the required enclosures without fail.

**36. RISK:**

Risk of TSTRANSCO's property is entirely on the contractor till all the works are completed and handed over to TSTRANSCO. Any damage done to TSTRANSCO's property, public property and private property shall be made good by you at your cost.

**37. USAGE OF HARD ROCK:**

If any hard rock is met during excavation, it may be used for work duly getting approval from the concerned Executive Engineer/Civil. The rate estimated by the Executive Engineer/Civil will be deducted from your bills.

**38. 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.

**39. FORCE MAJEURE:**

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

**40. DELAYS ORDERED BY THE PURCHASER**

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

**41. CLAIMS DUE TO DELAYS BEYOND CONTRACTOR'S CONTROL:**

The contractor shall not be entitled to claim compensation on account of delays or hindrances to the works for any cause whatsoever. Should the cause of delay or hindrance not be the responsibility of the contractor, the Chief Engineer/LIS will consider whether it is

possible or not to grant extension of time to compensate for this delay or hindrance. The contractor will not, however, be eligible for any compensation by way of increase in the rates for the works executed beyond the contract period.

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

In every case in which provision is made for recovery of money from the Contractor, 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 TSTRANSCO.

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

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

43.2 All the balance works if any shall have to be executed by the contractor within two months of commissioning of Subject work. If the Contractor fails to complete the balance works with in the above time schedule, the works will be executed by other agencies and will be back charged to the contractor. However the completed works shall be handed over to O&MM wing by construction wing within 3 months after commissioning.

**44. 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 / unhande d over material and will issue a notice to the contractor for signing on the bill. If the contractor does 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 46 above.

**45. TAKING OVER:**

Upon successful completion of all the commissioning tests to be performed at site on equipment furnished and erected, and on successful commissioning of the project, the Purchaser shall issue to the Contractor 'a taking over Certificate' as a proof of the final acceptance of the project. However such taking over certificate will be issued only after handing over of all the manuals, drawings, as per Clause 29 above and after settlement of material account and final bill.

**46. CORRESPONDENCE:**

The officers mentioned under Paragraphs (17) & (40) 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.

**47. 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.	

**48. TERMINATION OF CONTRACT:**

If it is found that Progress of works are not commensurate with the program of completion or 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.

Warning letters will be issued by Superintending Engineer/LIS /and /or Chief Engineer/LIS, if the progress is not satisfactory. If the progress continues to be poor even after the second warning letter, show cause notice / final notice will be issued by the Superintending Engineer/LIS. If no satisfactory reply is received or the progress of the works is not improved within 15 days of issue of the final notice / show cause notice, the Superintending Engineer/LIS or/and Chief Engineer/LIS shall terminate the agreement, which will be followed by stoppage of all payments to the Contractor, encashment of the BGs, and after termination of contract the balance works / supplies will be completed through alternate agencies at contractor's risk and cost. **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 which the

payment is 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.

**49. ACKNOWLEDGEMENT:**

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

Encl:-

One copy of the Purchase Order

Yours faithfully,

Sd/-

CHIEF ENGINEER

LIFT IRRIGATION SCHEMES

(Acting for and on behalf of the

TRANSMISSION CORPORATION OF TELANGANA LTD.)

WE ACCEPT THE TERMS AND CONDITIONS OF THIS ORDER.

SIGNATURE OF THE CONTRACTOR.

WITH SEAL AND DATE

**Copy submitted to:**

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

**Copy to**

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