



# TRANSMISSION CORPORATION OF TELANGANA LIMITED

Website: [www.tstransco.in](http://www.tstransco.in) GST No. 36AAFCT0166J1Z9 CIN No. U40102TG2014SGC094248

From:  
The Chief Engineer,  
P&MM, TSTRANSCO,  
Vidyut Soudha,  
HYDERABAD – 500 082.  
Ph: 040- 23303736.

To  
M/s. United Systems & Networks,  
8-3-166/C/3 ,  
Erragadda,  
Hyderabad-500 018.

**SAP PO No.4500003215/Web P.O No. 865-PMM /2023/CE/P&MM/SE/P&MM/TSPMM23-10/2023/  
D.No.48/2023, Dt:25.08.2023.**

Sirs,

Sub: Tender Specification No. TSPMM23-10/2023 –Supply & Installation of UPS systems for utilization in Zonal/Circle Offices and EHV Sub- Stations - Purchase Order-Issued - Reg.

Ref: 1. Tender Specification No: TSPMM23-10/2023.

2. Your bid on e-procurement platform.

3. LOI.Lr.No:CE(P&MM)/SE/P&MM/DE.23/F:TSPMM23-10/2023/D.No.45/2023,  
Dt:07.08.2023.

4.LOI Acknowledgement Lr. Ref.No.Nil, dt:23.08.2023.

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I, acting for and on behalf of and by the order and direction of TRANSMISSION CORPORATION OF TELANGANA LTD., (herein after called the "TSTRANSCO" or "the Purchaser"), accept your offer under ref.(2) cited, against the Tender Specification under ref. (1) cited, for supply & installation of UPS systems for utilization in Zonal/Circle Offices and EHV Sub- Stations, detailed under clause (2) below, with the terms and conditions set out in this order as per Tender Specification (1). This detailed order is issued in confirmation to the Letter of Intent issued vide ref (3) and accepted by you vide ref (4) cited.

## 1. **SCOPE OF THE CONTRACT:**

The Contract relates to the supply & installation of UPS systems for utilization in Zonal/Circle Offices and EHV Sub- Stations as detailed under clause (2) below and covers testing before dispatch and delivery F.O.R. destination.

## 2. **SCHEDULE OF EQUIPMENT & PRICES:**

*All Financial Figures are in Rs.*

Sl. No.	Description	1kVA UPS Systems
1	Ex-works price	4,585.00
2	Packing & forwarding charges	0
3	Freight	1
4	Insurance	4
5	Taxable Unit Price	4,590.00
6	GST @ 18% on Ex-Works +Freight +Insurance	826.20
7	<b>Unit landed Cost</b>	<b>5,416.20</b>
8	Quantity (Nos.)	218
9	<b>Total Amount</b>	<b>11,80,731.60</b>

(Rupees Eleven Lakhs Eighty Thousands Seven Hundred Thirty One and paisa Sixty only)

- a) The prices indicated above are **FIRM** inclusive of Packing & forwarding charges, Freight & Insurance and GST @ 18%.
  - b) Any variation up or down in statutory taxes, levy or new levies introduced after Tender calling date 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 delivery 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.
  - c) The purchaser reserves the right to vary the ordered quantity by +/- 50% during the execution of the contract.
  - d) The Price is inclusive of all incidental charges.
  - e) TCS @ 0.1% on sale amount is applicable on sale payment made on or after 01-04-2021, if company's aggregate sales consideration during the relevant financial year exceeds rupees fifty lakhs and total sales, gross receipts or total turnover including GST if any exceeds Rupees Ten 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 by the seller, which is to be verified by DDOs while processing the bills.
3. **DELIVERY SCHEDULE:** Delivery shall be completed within 3 months from the date of LOI including installation.  
However, you are requested to advance the deliveries as the same is urgently required.  
1kVA UPS Systems-218 Nos are to be delivered at various locations of Zonal offices/SE/OMCs of TSTransco.
4. **DESPATCH INSTRUCTIONS:**  
The Dispatch instructions will be given after inspection of material.
5. **GUARANTEED TECHNIAL PARTICULARS :**  
The Guaranteed Technical Particulars are indicated in Annexure.
6. **PERFORMANCE SECURITY:**  
The Supplier will furnish to the purchaser the performance security for an amount equal to 10% of the total contract value i.e Rs. **1,18,073/-** (Rupees One Lakh Eighteen Thousand and Seventy 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.
- 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 security for proportionate value will 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.
- The performance security will be...
- (a) A bank guarantee issued by a State Bank of India or its associate Banks/Nationalized bank acceptable to the Purchaser, 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 the Pay Officer/TSTransco/Vidyut Soudha/Hyderabad, payable at Hyderabad drawn on any scheduled bank.

**7. TERMS OF PAYMENT:**

100% payment may be arranged through PFC/REC/TSTRANSCO/Commercial Banks within 45 days of issue of Form-13 i.e check measurement date in Form-13 (material received in good condition & installation) and on certification by the concerned officer that the material is installed successfully and trained in all aspects along with the other required documents as indicated below, subject to furnishing of Performance Security for an amount equivalent to 10% of the contract value as per clause (6) of this order:

- i) Contractor's detailed invoice (6 copies)
- ii) Delivery Challan Acknowledged by the consignee
- iii) Copy of Insurance policy certificate
- iv) Manufacturer's/ Supplier's warranty certificate
- v) Copy of Acceptance Letter of Performance Security issued by purchaser
- vi) Installation Certificate

Payment will be by way of Electronic Fund Transfer (EFT) to the Bank Account of M/s. United Systems & Networks, as follows.

1	Name of the Bank	State Bank of India
2	Name of the Branch	PBD HYD PUBLIC SCHOOL
3	Branch Code	02728
4	City	Hyderabad
5	Account No.	39927275523
6	MICR No.	500002046
7	IFSC Code	SBIN0002728
8	PAN No.	ABZPV1181F

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

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.

- i) No interest will be payable in case the payment is delayed for whatever reason.
- ii) The Banker charges involved if any in establishing and operating the Cheque / Bills shall be to your account.
- iii) 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.
- iv) Bills of 218 Nos UPS Systems shall be processed separately from 21 various pay units in TSTransco i.e 21 locations of Zonal offices/SE/OMCs.

The details of consignee, paying officer and other officers will be furnished along with dispatch instructions.

**CURRENCY OF PAYMENT:** All payments will be made in non-convertible Indian Rupees.

**DETAILS OF GST:**

- 1 GST Registration No. 36ABZPV1181F1Z2
- 2 Date of GST Registration 01/07/2017
- 3 Place of Registration HYDERABAD, Telanagana

## 8. **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. 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.

## 9. **PENALTY FOR DELAY IN SUPPLIES:**

The time for and the dates for delivery mentioned in the contract will be deemed to be the essence of the contract. Subject to Force Majeure Clause as given at clause 10, if the Supplier fails to deliver any or all of the Materials or 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 check measurement date in Form-13 i.e the date of receipt of materials at destination stores/site in good condition & installation 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, if required.

## 10. **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 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 practice, and will seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**11. 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 incorrupt 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.

**12. 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.

**13. 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.

**14. WARRANTY:**

The supplier will warrant for the satisfactory functioning of the UPS Systems for Two years for both UPS & Battery as per specification Annexed from the date of successful installation in good condition in TSTransco.

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, as and when the materials are inspected. You have to dispatch the material to stores/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. The particulars regarding destination, consignee and paying authority will be furnished when the materials are ready for dispatch.

Materials, which are not of acceptable quantity or are not confirming to IS specified in Tender Documents or are not as per approved drawings (whichever applicable) would be deemed to be not delivered.

**16. INSPECTION AND TESTS:**

The supplier will keep the Purchaser informed in advance of the time of the starting and the progress of manufacture of equipment/material in its various stages so that arrangement could be made for inspection.

The accredited representative of the TSTransco will have access to the supplier's or his subcontractor's work and all other places of manufacture where the material/equipment are being manufactured at any time during working hours for the purpose of inspecting the materials during manufacturing of the materials/ equipment and testing and may select test samples from the materials going into plant and equipment.

The supplier will provide all facilities for unrestricted inspection of the works, raw materials, manufacture of all the accessories and for conducting necessary tests and testing of samples at any time including access to drawings and production data at no charge to Purchaser.

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 dispatches will be affected only after testing and if the test results comply with the specification. The dispatches will be made only after the inspection by the TSTransco Officer is completed to the TSTransco satisfaction or such inspection is waived by the competent authority and cleared for dispatch.

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.

**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. INSTALLATION AND COMMISSIONING:**

The UPS Systems listed under clause (2) shall be installed at various offices of TSTRANSCO as per requirement of purchaser. Installation/ updation of the UPS Systems in the systems located, certificate from concerned officers should be obtained and furnished before submission of bills.

**20. CONSIGNEE:**

As per the Dispatch Instructions.

**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.

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

**22. PACKING AND FORWARDING:**

Equipment and material being supplied shall be provided with such packing as required to prevent their damage or deterioration during transit to their final destination and as indicated in

the Contract. 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.

The packing, marking, and documentation and outside the packages will comply strictly with such special requirements as will be expressly provided for in the Contract and in any subsequent instructions ordered by the Purchaser.

The supplier will be required to make separate packages for each consignee, each package will be marked on three sides with proper paint/ indelible ink with the following;

1. Contract Number
2. Supplier's name
3. Packing list reference number

The supplier, whenever dispatches material to a destination should prepare the following information in the form of packing slip in quadruplicate and send the same to the consignee and obtain his acknowledgement. The consignee will return to the supplier one copy of the packing slip with his remarks.

#### **PACKING SLIP**

1. Name of the Supplier
2. Purchase Order /LOI reference number
3. Name and address of the consignee
4. Details of the items in the package
5. Bill of material indicating contents of each package.
6. Gross, Net & Tare weights of the items
7. Complete address of the destination
8. Handling and unpacking instructions

### **23. INSURANCE:**

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

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

The risks that are to be covered under the insurance shall be comprehensive and shall include but not limited to, the loss or damage in transit, storage, due to theft, pilferage riot, civil commotion, weather conditions, accident of all kinds, fire, flood, war risk (during ocean transportation) bad or rough handling etc., The scope of such insurance shall cover the entire contract value.

All costs on account of insurance liabilities covered under the contract will be on supplier's account.

### **24. 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.

**25. CORRESPONDANCE:**

Your acknowledgement to this order shall be addressed to the Chief Engineer (P&MM), TSTransco, Vidyut Soudha, Hyderabad-500082.

All correspondence regarding technical in nature and payment shall be addressed to the Chief Engineers/Zones, the Chief Engineer/IT/TSTransco/Vidyut Soudha, under intimation to the Chief Engineer (P&MM), TSTransco, Vidyut Soudha, Hyderabad-82, according to the allotment of various printers.

**26. SETTLEMENT OF DISPUTES:**

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.

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 hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

Notwithstanding any reference to arbitration herein,

- (a) The parties will continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) The Purchaser will pay the Supplier any monies due the Supplier.

**27. 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.

**28. 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,

Enclosure: Annexure (GTP)

Sd/-  
CHIEF ENGINEER/P&MM  
TSTRANSCO  
(Acting for and on behalf of  
TSTRANSCO)

WE ACCEPT THE TERMS AND CONDITIONS OF THIS PURCHASE ORDER

SIGNATURE OF THE CONTRACTOR  
WITH SEAL AND DATE

**Copy submitted to:**

The Executive Director/Finance/TSTransco/VS/Hyderabad.

**Copies to:**

The Chief Engineer/IT/TSTransco/Vidyut Soudha/Hyderabad.

The Chief Engineer/Zone/Metro/TSTransco/Erragadda/Hyderabad.

The Chief Engineer/Zone/Rural/TSTransco/Erragadda/Hyderabad.



The Chief Engineer/Zone /TSTransco/Warangal.  
 The Chief Engineer/Zone /TSTransco/Karimnagar.  
 The SE/OMC/Metro-Central/TSTransco/132 kV GISS, NIMS/Erramanzil/Hyderabad.  
 The SE/OMC/Metro-East/TSTransco/OU/Tarnaka/Hyderabad-07.  
 The SE/OMC/Metro-West/TSTransco /GTS Colony/Erragadda/Hyderabad-45.  
 The SE/Telecom/Metro/TSTransco /GTS Colony/Erragadda/Hyderabad-45.  
 The SE/Civil/Metro/TSTransco / GTS Colony/Erragadda/Hyderabad-45.  
 The SE/OMC/TSTransco /132 kV SS/Mettugadda/Mahaboobnagar-509 001.  
 The SE/OMC/TSTransco /SangaReddy/ GTS Colony/Erragadda/Hyderabad-45.  
 The SE/OMC/TSTransco /Hyd. Road/Nalgonda-508 001.  
 The SE/Telecom/TSTransco /Rural/GTS Colony/Erragadda/Hyderabad-45.  
 The SE/Civil/Rural/TSTransco / GTS Colony/Erragadda/Hyderabad-45.  
 The SE/OMC/TSTransco /Mulugu Road/Warangal-506007.  
 The SE/Telecom/TSTransco/ Mulugu Road/Warangal-506007.  
 The SE/OMC/TSTransco /Yellandu Road/Khammam-507 002.  
 The SE/OMC/TSTransco /Jagityal Road/Karimnagar-505 001.  
 The SE/Telecom/TSTransco/ Jagityal Road/Karimnagar-505 001.  
 The SE/OMC/TSTransco /Dharmavaram(via)/Borgao (v)/Nizambad-503 230.  
 The SE/OMC/TSTransco /Old Manchiryal/132/33 kV SS/Adilabad-504 208.  
 The SAO/Pay & Accounts/TSTransco/Vidyut Soudha/Hyderabad.  
 The Divisional Engineer/ ERP/ TSTransco/ Vidyuth Soudha/Hyderabad.  
 The Pay Officer/TSTransco/ Vidyuth Soudha/Hyderabad.  
 The Assistant Divisional Engineer-4/IT/TSTransco/Vidyuth Soudha/Hyderabad.

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

Sl.No.	U.O dated	Qty (Nos)	Required for
1	15.02.2023	218	Utilization in Zonal/Circle Offices and eHV Sub-Stations

**ANNEXURE****Guaranteed Technical Particulars (Configuration)**

<b>UPS Systems Make: Microtek, Model:MTKUY1K (Legend 1000)</b>		
<b>Sl.No.</b>	<b>Parameter</b>	<b>Description</b>
1	Rating(VA/Watts)	1000VA / 600Watts
2	Back Up time	Minimum 35 Mins or above
3	Input	1 Phase, 230 VAC, 50 Hz
4	Input Voltage Range	140V - 300 VAC
5	Output	1 Phase, 230 VAC
6	Output Volts Range	195V - 255V AC (Mains Mode ) 230V $\pm$ 10% ( Battery Mode )
7	Output Wave form & Frequency	Stepped Sine wave; 50 Hz +/- 1 Hz (Battery Mode)
8	Battery	12V SFM 7 AH- 2 Nos (inbuilt)
9	Recharge time	8 Hrs for 90% charging
10	Warranty	2 Years for both UPS & Battery
11	Output Sockets	3 Nos or more 5 Pin Sockets
12	Certificates	BIS India Certificate

Sd/-  
CHIEF ENGINEER/P&MM  
TSTRANSCO