

By Regd. Post Ack. Due:



**TRANSMISSION CORPORATION OF TELANGANA LIMITED
VIDYUT SOUDHA :: HYDERABAD – 500 082. Off: PABX: 040-23396000**

From
The Chief Engineer,
Transmission, TGTRANSCO
Vidyut Soudha, Hyderabad – 500 082
Ph/Fax-040 233293453

To
M/s. JSK Industries Private Limited
9, A.K.NAIK MARG
CST, Mumbai
Maharashtra – 400 001.

P.O.No.5500001063/CE/Tr./SE/Tr./F.Tst-e-03-HTLS-JSK/D.No. 46 /2025, Dt.14.05.2025.

Sir,

Sub:- Specification No.TST-TRANS-e-03/2024-25- “Supply, erection, testing and commissioning of HTLS conductor along with hardware & accessories in place of existing ACSR Panther conductor and replacement of existing CTs & Isolators at both ends for 4 Nos.132kV feeders - 132kV Shapurnagar - Bollaram - I & II, 132kV Dichpally - Nizamabad – I and 132kV Durshed – Karimnagar” on turnkey basis under PSDF – Detailed contract order – Issued.

Ref:-1) Specification No. TST-TRANS-e-03/2024-25.

2) Your bid against Specification No TST-TRANS- e-03/2024-25.

3) Your Lr.No.JSK/TGTRANSCO/Neg/2024-25, Dt:29.06.2024.

4) Lr.No.CE/Tr./SE/Tr./DE-PSDF/F.TST-TRANS-e-03/2024-25-JSK/
D.No.178/2024, Dt.27.03.2025.

5) Your Lr.No.JSK/TGTRAN/45/LOI, Dt:03.04.2025 (received on 17.04.2025).

* * * * *

I. I, acting for and on behalf of and by the order and direction of the Transmission Corporation of Telangana Limited (herein after called the "TGTRANSCO"), accept your offer given in the reference 4th cited for Supply, erection, testing and commissioning of HTLS conductor along with hardware & accessories in place of existing ACSR Panther conductor and replacement of existing CTs & Isolators at both ends for 4 Nos.132kV feeders - 132kV Shapurnagar - Bollaram - I & II, 132kV Dichpally - Nizamabad – I and 132kV Durshed – Karimnagar on turnkey basis, as per terms and conditions of Tender Specification No TST-TRANS-e-03-/2024-25 and award the contract for a total value of **Rs.43,16,82,770.00** (Rupees Fourty Three Crores Sixteen Lakhs Eighty Two Thousand Seven Hundred and Seventy only) as detailed in the Schedule-A & B enclosed, subject to the conditions set out in this order. This order confirms the Letter of Intent issued vide this office letter cited at reference (4) and your acceptance vide reference (5).

II. SCOPE OF CONTRACT:

This order relates to Supply, erection, testing and commissioning of HTLS conductor along with hardware & accessories in place of existing ACSR Panther conductor and replacement of existing CTs & Isolators at both ends for 4 Nos.132kV feeders - 132kV Shapurnagar - Bollaram - I & II, 132kV Dichpally - Nizamabad – I and 132kV Durshed – Karimnagar along with hardware, clamps and connectors on turnkey basis, as per terms and conditions of Tender Specification No. TST-TRANS-e-03/2024-25 read with this contract order. The total rates indicated in Schedule-A & B appended to this order are for supply of equipment/material and Labour portion are inclusive of all taxes and duties as per your offer vide reference (3) cited. The equipment / material to be supplied by you shall be delivered at the places of work sites. Spares shall be supplied to TLC stores, Erragadda, Hyderabad. The material/equipment to be supplied, if any at later date by TGTRANSCO are to be taken delivery from Construction Stores at Shapurnagar and Erragadda and shall be transported to site by you at your cost. Any surplus / dismantled material to be returned by you shall also be devoluted at Construction Stores, at Shapurnagar and Erragadda at your cost.

III. ABSTRACT OF SCHEDULES:

Supply, erection, testing and commissioning of HTLS conductor along with hardware & accessories in place of existing ACSR Panther conductor and replacement of existing CTs & Isolators at both ends for 4 Nos.132kV feeders - 132kV Shapurnagar - Bollaram - I & II, 132kV Dichpally - Nizamabad – I and 132kV Durshed – Karimnagar (Schedule-A, B & C) as below:		
Sl. No.	Description	Amount (Rs.)
1	Schedule – A-L	
L1	Material portion for strengthening of 132 KV Shapurnagar-Bollaram DC Line with HTLS conductor	20,92,42,327.86
L2	Material portion for strengthening of 132 KV Durshed – Karimnagar SC Line with HTLS conductor	6,39,26,118.18
L3	Material portion for strengthening of 132 KV Dichpally - Nizamabad – I with HTLS conductor	7,86,71,088.87
L4	Material portion for intermediate towers	13,36,128.66
	Schedule – A-S	
S1	Material portion for replacement of CTs and Isolators at both ends of 132 KV Shapurnagar-Bollaram DC Line	36,91,007.05
S2	Material portion for replacement of CTs and Isolators at both ends of 132 KV Durshed – Karimnagar SC Line	10,87,478.24
S3	Material portion for replacement of CTs and Isolators at both ends of 132 KV Dichpally - Nizamabad – I	18,76,057.83
	Total Schedule – A	35,98,30,206.69
2	Schedule – B-L	
L1	Erection portion for strengthening of 132 KV Shapurnagar-Bollaram DC Line with HTLS conductor	3,85,78,729.04
L2	Erection portion for strengthening of 132 KV Durshed – Karimnagar SC Line with HTLS conductor	1,30,40,588.23
L3	Erection portion for strengthening of 132 KV Dichpally - Nizamabad – I with HTLS conductor	1,85,76,163.88
	Schedule – B-S	
S1	Erection portion for replacement of CTs and Isolators at both ends of 132 KV Shapurnagar-Bollaram DC Line	5,93,407.63
S2	Erection portion for replacement of CTs and Isolators at both ends of 132 KV Durshed – Karimnagar SC Line	1,66,507.26
S3	Erection portion for replacement of CTs and Isolators at both ends of 132 KV Dichpally - Nizamabad – I	2,63,386.09
C	Civil labour portion for intermediate towers	6,33,781.24
	Total Schedule B (including civil portion)	7,18,52,563.37
	Total	43,16,82,770.06
	Or say Rupees.	43,16,82,770.00
(Rupees Forty Three Crores Sixteen Lakhs Eighty Two Thousand Seven Hundred and Seventy only)		

The accepted rate is 4.98 % excess over the Estimated Contract Value.

IV. GENERAL CONDITIONS:

Except where otherwise agreed to in this detailed order, all the terms and conditions stipulated in the Specification No. TST-TRANS-e-03/2024-25 of CE (Transmission) is binding on you and these shall form part of this contract.

Part –A

Material

1. STANDARD OF MATERIAL:

The material/equipment to be supplied shall be in accordance with the Tender Specification and the latest scientific and technical standards. Isolators wherever mentioned includes Isolators with metallics, insulators, clamps and connectors. Similarly, CTs wherever mentioned includes CTs along with associated clamps and connectors.

2. PRICES:

The rates for all the items of equipment & materials covered in Schedule-A shall be 'Firm' on all accounts such as (i) increase in quantity of equipment/ materials over that provided in the contract (ii) execution of contract beyond the scheduled completion period for whatever reasons and (iii) increase in the rates of material and labour both during and beyond the completion period etc.

3. PRICE VARIATION (PV) Clause: Nil

4. TAXES AND DUTIES:

The prices indicated in Schedule A are firm and are inclusive of all taxes and duties freight & insurance and all other incidents (GST @ 18%).

The Ministry of Finance, Department of Revenue, Central Board of Excise and Customs vide Notification No.15/2017, Dt:01.07.2017 has notified that the Central Goods and Services Tax (Third Amendment) Rules, 2017 shall come into force with effect from the 1st day of July, 2017. GST @ 18 % is applicable on Schedule –A (Material Portion).

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. In respect of supply portion, the contractor shall pay all types of fees, levies, taxes, duties etc. required to be paid by any National or State statute, ordinance or other law or any regulation or bye-law of any local or other duly constituted authority 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.

5. 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. TELANGANA HARITHA NIDHI:

Telangana Haritha Nidhi @ 0.01% of the total value of the Contract will be deducted from the work Contract bills and remitted to Bank Account No. of Telangana Haritha Nidhi i.e., State Bank of India, Secretariat, Hyderabad Branch, A/c No. 40692056081 IFSC code: SBIN0020077, MICR code:500002354 as per orders of Govt. of Telangana vide G.O.Ms.No.17 (Finance (TFR)Dept.), Dt:18.02.2022."All the statutory levis will be deducted as applicable.

7. **INSURANCE:**

The Goods supplied under this Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery and erection In case of domestic goods the insurance shall be at least for an **amount equal to 110% of the cost of the goods** from "warehouse to warehouse (final destination)" and **storage up to commissioning** thereafter on "All Risks" basis including War Risks and Strike Clauses.

You shall have the insurance coverage as specified in Clause (2.4) Section II financial Volume-I of Specification No. TST-TRANS-e-03/2024-25. All insurance premiums shall be borne by you. You shall have to produce the insurance cover note before entering the agreement with Superintending Engineer/OMC/Metro-west, Karimnagar, Nizambad as applicable Insurance will be paid as per actual on submission of original insurance documents limited to 0.5% of Project cost (Schedule-A+ Schedule-B) excluding GST @ 18%.

All the statutory levis will be deducted as applicable.

8. **STATUTORY VARIATION**

It is the responsibility of bidder to consider the correct rates of duties and taxes leviable on the equipment/material/Work at the time of bidding. After considering the correct rates of duties and taxes only the bidder shall quote the percentage on ECV.

For Schedule-A, 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 TGTRANSCO.

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 TGTRANSCO 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.

In case of the bought out items statutory variation shall not be applicable on that taxes and duties. For this purpose, bought item means the material / equipment not manufactured by the bidder i.e. Statutory variation will be applicable for the taxes and duties involving direct transaction between the bidder and TGTRANSCO only and not for the taxes and duties between bidder and his sub-vendors

9. **SUPPLEMENTAL QUANTITIES / ITEMS (Material):**

The quantities indicated in the Schedule-A (Materials / Equipment) are only provisional and are likely to change during actual execution. 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/Transmission well in advance and take prior orders for going ahead with the work. Without approval of this office, the Contractor shall not go ahead with the work wherever there is increase in quantities exceeds beyond 25% over and above the scheduled quantities or any new items / supplemental items arises.

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 below:

- 9.1 **Increased Quantities:**
The rates accepted for individual items of material / equipment shall hold good even for the increased quantities up to and beyond 25% over and above the agreement quantities.
- 9.2 **For Supplemental / New Items:**
For the items relating to the Schedule-A where the rates of new items cannot be deduced from the estimate / SSR, the rate payable will be arrived upon 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.
- 9.3 The contractor shall plan and procure the materials indicated in the schedules 'A' duly verifying with the line profile, so that the procured quantities match with actual requirement to avoid excess supply of material.
- 9.4 The Schedule time required to complete the new/ supplemental items including the balance work will be indicated in the approval letter issued for new / supplemental items.

10. TERMS OF PAYMENT:

- A) For supply of material, all payments will be made to you in the following proportion.
- i) **70% payment** will be made within 30 days for the material / equipment supplied in complete shape subject to their delivery as per the schedule of work contained in the bar chart and on its receipt at destination stores/site in good condition (i.e from check measurement date in Form-13). The concerned AEE/ ADE will receive the equipment /material in full shape at site and the concerned DE/EE will do the check measurement and issue the Form-13. The check measurement shall be done within five days from the date of receipt of materials.
 - ii) **20% payment** will be made after erection of equipment / material.
 - iii) **Balance 10% payment** will be made after commissioning of equipment /material.

The Contractor shall furnish the following documents in quadruplicate for arranging initial payment for the equipment / material supplied.

- a) Copies of the invoices showing Contract No., Goods description, quantity, unit price and total amount.
- b) Acknowledgement of receipt of material from consignee i.e. Form-13.
- c) Proof of payment of Goods and Service Tax (Not applicable for bought out items)
- d) Acknowledgment of Consignee on Delivery Challan in original.
- e) Detailed packing list.
- f) Documentary proof for the freight.
- g) Copies of Insurance Certificate / policies.
- h) Test certificates approval and Dispatch clearance.(Not applicable for furniture and general items).
- i) Certificate certifying that the defects, if any, pointed out during inspection have been rectified.
- j) The payments against Schedule-A and B are subject to Performance Security BG with a validity of **18 Months** as on the date of Check Measurement for proper fulfilment of performance obligations.
- k) No payments will be made for the supplies made prior to scheduled delivery date or for materials which are not in full shape.
- l) Spares – **Payment of spares:** 100% payment will be made against supply of spares against receipt of item in good condition and furnishing of documents as above.

10.1 Payments for the above works will be made by cheques / by way of Electronic Fund Transfer / RTGS from PSDF/TGTRANSCO funds or bank funds. The contractor has to furnish requisite details for establishing RTGS in proforma as per Schedule -X. Once RTGS system is established, the bank account details submitted are final and cannot be changed till completion of the contract. 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 through PSDF / PFC/ REC Banks, the connected Bank charges are to be borne by the contractor.

Bank account details for payment through RTGS system:

1. Name of the Bank	:	State Bank of India
2. Name of the Branch	:	NGN Vaidya Marg, Horniman Circle, Mumbai - 400023.
3. Branch Code	:	06070
4. City	:	Mumbai
5. Account No.	:	30565173320
6. MICR No.	:	400002019
7. IFSC No.	:	SBIN0006070
8. Income Tax PAN No.	:	AABCJ5937F
9. GST Registration No.	:	26AABCJ5937F1ZK
10. Date of GST Registration	:	26.06.2017
11. Place of GST Registration	:	Silvassa, Dadra and Nagar Haveli.

Note: “For procurement of the materials, out of 100% amount, 75% is grant from Power System Development Fund (PSDF) and balance 25% amount are from TGTRANSCO funds. Hence, concerned authorities have to prepare the Letter of Advices (LOAs) in according with the terms of payments, duly apportioning between PSDF and TGTRANSCO.

11. COMPLETION PERIOD:

The overall completion period for Supply, erection, testing and commissioning of HTLS conductor along with hardware & accessories in place of existing ACSR Panther conductor and replacement of existing CTs & Isolators at both ends for 4 Nos.132kV feeders - 132kV Shapurnagar - Bollaram - I & II, 132kV Dichpally - Nizamabad – I and 132kV Durshed – Karimnagar is 6 months. The period of completion of the project will be reckoned from date of issue of detailed contract award. The bidder shall execute all the works / supplies as per the program of works. The supply of spares shall be completed within 6 months from the date of the Detailed Contract Order.

12. PENALTY FOR LATE SUPPLIES / COMPLETION:

The completion period is the essence of contract. Penalty will be levied as follows for the delay in executing the works or supply of material.

- 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 Contractors when compared with the PERT charts as accepted in the Kickoff meetings, whatever may be the reasons, the TGTRANSCO 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; the TGTRANSCO 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, TGTRANSCO may consider termination of the contract.

The right of the TGTRANSCO to levy penalty shall be without prejudice to its rights under the law including the right to get the balance works executed by other agencies at the risk and cost of the successful bidder. This is in addition to the right of the TGTRANSCO to recover any damages from the contractor and also blacklisting.

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

13. PERFORMANCE SECURITY:

You are requested to submit **Performance Security** equal to **ten percent (10%)** of the value of Schedule – A plus **Rs.3,59,83,021.00 (+)** five percent (5%) of the value of the schedule-B **Rs.35,92,628.00** for the proper fulfilment of contract with a validity of **18 months** over and above the completion period and with **two months (2)** claim period. The Performance security may be made by Demand Draft on any **Nationalized Bank** payable at Hyderabad in favour of Pay Officer, TGTRANSCO, Hyderabad or by way of Bank Guarantee from a **Nationalized Bank** in favour of Chief Engineer / Transmission in the prescribed proforma.

The Contractor shall furnish the performance security Bank Guarantee within 15 days from the date of issue of Detailed Contract Order (or) the contractor may request for adjustment of his Bid security as part of performance security duly extending the validity of Bid security BG suitably and balance performance security Bank Guarantee may be submitted.

In case of non-execution of the works within the stipulated completion period the bidder shall extend the Bank Guarantee suitably to cover the 18 months performance + 2 months claim period from the expected date of commissioning of the project.

If the successful bidder fails to furnish the performance security as specified above, the contract is liable for cancellation and forfeiture of the bid security. The performance security shall also be forfeited if the successful bidder fails to fulfill the terms of the contract.

Performance security may be made by Demand Draft on any approved Bank payable at Hyderabad in favor of Pay officer, TGTRANSCO, Hyderabad or by way of Bank Guarantee from Nationalized Bank, in favour of tender inviting authority, in the prescribed proforma.

All Bank Guarantees, which are executed in accordance with this specification, shall be on a Stamp paper of value not less than Rs.100/- (Rupees one hundred only). Bank Guarantee executed on the stamp paper of value less than Rs.100/- will not be accepted

The performance security shall be forfeited if you fail to fulfill the terms of the contract. You are requested to extend the validity of the Bank Guarantee furnished towards performance security as and when requested by TGTRANSCO.

14. PERFORMANCE GUARANTEE:

- i) The contractor shall warrant for the satisfactory functioning of the materials / equipment supplied and for the satisfactory operation of the workmanship performed by him, for a minimum period of **18 months** from the date of commissioning of the works/project.
- ii) Equipment, sub-assemblies or spares, or parts replaced / repaired under warranty shall have further warrantee of **12 months** from the date of replacement / repair.
- iii) After commissioning and handing over of the project to the TGTRANSCO, the contractor shall arrange for thorough patrolling of the line during the first six months of the guarantee period so that the defects if any noticed during that period may be rectified by the contractor free of cost to the TGTRANSCO without having to wait for the TGTRANSCO to suggest such rectifications.
- iv) If during the period of guarantee, the Engineer decide and inform in writing to the contractor that any equipment, part of equipment, material or works is defective, the contractor on receiving details of such defects or deficiencies shall at his own expense, irrespective of reimbursement of insurance company, rectify/replace the defective material or works within seven (7) days of his receiving the notice or within such reasonable time as TGTRANSCO may deem proper for making it good. The decision whether correction of the defects should be through repair or by replacement shall be the sole discretion of the TGTRANSCO.
- v) In the event of contractor not responding to the intimation of the Engineer as mentioned in above, the Engineer may arrange for a third party to correct the Defects and the extra costs for such.
- vi) The Engineer is to give the contractor at least seven (7) days notice of this intention to use a third party to correct a Defect. If the contractor does not correct the Defect himself within this notice period, the Engineer may have the Defect corrected by the third party. The cost of the correction will be deducted / collected from the Retention amounts or Performance / additional / Retention securities or amounts / bills pending to the contractor either in this contract or other contracts or any other Securities.
- vii) On testing or during operation, if it is found that actual parameters are deviating in excess than that are allowed as per the relevant specifications, actions like forfeiting the Security Deposit, black listing, collection of liquidated damages from the supplier etc. will be initiated after issuing a notice.

15. PAYING OFFICER & CONSIGNEE:

The details of Paying Officer, Agreement authority & consignee is as below

Sl. No.	Name of the Transmission line	Paying officer & Agreement authority	Consignee
1	132 KV Shapurnagar-Bollaram DC Line	SE/OMC/Metro-West	Concerned AEE/ADE
2	132 KV Durshed – Karimnagar SC Line	SE/OMC/Karimnagar	Concerned AEE/ADE
3	132 KV Dichpally - Nizamabad – I	SE/OMC/Nizamabad	Concerned AEE/ADE

16. APPROVAL OF SUB-VENDORS FOR EQUIPMENT/MATERIALS AND APPROVAL OF GENERAL TECHNICAL PARTICULARS, DRAWINGS, BOMS ETC.

The materials / equipment (other than conductor & hard ware) required for this project shall be invariably purchased from the manufacturers listed in the specification who have already been supplied similar materials to TGTRANSCO and have proven performance.

SUB CONTRACTOR AND SUB ORDERS:

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

17. QUALITY CONTROL & INSPECTIONS:

Standard: The goods supplied under this contract shall confirm to the standards mentioned in the Technical Specifications and when no applicable standard is mentioned, the standard specified by the Institution of Central/State Government or internationally recognized Institutions shall be applicable and such standards shall be of latest version issued by the concerned institution.

Inspections and Tests:

- i) The purchaser or his representative shall have access to the Contractor's or Manufacturer's work at any time during working hours for the purpose of inspecting and testing the materials during manufacturing of the materials / equipment and may select test samples from the materials going into plant and equipment.
- ii) The inspections and tests may be conducted in the premises of the manufacturer/supplier, at the point of delivery and/or at the final destination stores i.e. at the site. Where tests are conducted in the premises of manufacturer / supplier, all reasonable facilities and assistance including access to drawings and production data shall be furnished at no extra charge to the Purchaser.
- iii) Should any inspected or tested materials fail to conform to specifications, the inspection officer may reject them and the Manufacturer / supplier shall either replace the rejected materials or make all alterations necessary to meet specification requirements free of cost to the Purchaser.
- iv) The purchaser's right to inspect, test and where necessary, reject the materials/equipment after their arrival at the site, shall in no way be limited or waived by reason of the materials/equipment having been previously inspected, tested and passed by the purchaser or his representative prior to the dispatch
- v) The cost of making any test shall be borne by the contractor, if such test is clearly intended by or provided for in the contract.
- vi) The successful bidder shall arrange all the Acceptance tests on the furnished Conductor or on its components as per the relevant IS/IEC/Other International Standards.

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

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 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.

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.

17.1 INSPECTION, DURING ERECTION: The provisions of the clauses entitled in the specification for other 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 equipment, the CONTRACTOR shall make good for 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.

18. 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 materials 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 the TGTRANSCO, you shall be liable to make good the loss without any extra cost to the TGTRANSCO.

19. GUARANTEED TECHNICAL PARTICULARS AND TYPE TESTS, 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 manufacturing / offer / supply / erection with probable dates.
- (c) The detailed program of survey, stringing and commissioning of line.
- (d) Before commencement of stringing, stringing charts and sag details are to be furnished for approval.

Further you are requested to obtain proper approvals for the above before commencing manufacturing of the material.

The contractor shall adhere to the Principal parameters/Guaranteed Technical Particulars specified in the specification and also the approved list of manufacturers as specified in the specification.

All the equipment/material covered under Schedule-A of this contract shall be fully type tested by the contractor or his vendor as per relevant standards. The type tests should have been conducted on similar or higher capacity equipment not earlier than seven years from the date of bid opening.

Type tests should be in accordance with Volume-II Technical specification.

20. INSPECTION OF EQUIPMENT/MATERIALS:

- i) Inspection shall be made in accordance with the clause (24) of Section-I, Volume-I of the Specification.

- ii) The TGTRANSCO at its discretion may get the materials/ equipment inspected by a Third Party if it feels necessary in accordance with the clause (24) of Section-I, Volume-I of the Specification.
- iii) The TGTRANSCO representative shall at all times be entitled to have access to the works and all other places of manufacture. The supplier shall provide all facilities for unrestricted inspection of the works, raw materials, and process of manufacture and for conducting necessary tests. The contractor shall inform well in advance of the commencement of manufacture, progress of manufacture thereof so that arrangements could be made for inspection.
- iv) The contractor shall give **at least 15 days advance** intimation to enable the purchaser to depute his representative for witnessing acceptance and routine tests. No material shall be dispatched from its point of manufacture before it has been satisfactorily inspected and tested, unless the purchaser in writing waves off the inspection. In the later case also, material shall be dispatched only after satisfactorily conducting all the tests specified as per IS and after test certificates are approved by the purchaser. The acceptance of any material shall in no way relieve the contractor of his responsibility for meeting all the requirements of this specification and shall not prevent subsequent rejection if the material is later found to be defective.

21. DESPATCH INSTRUCTIONS:

The dispatch instructions will be communicated to you while approving the test certificates furnished as and when the materials/equipment is inspected. The material/equipment shall be dispatched by Road Transport through reliable transport agency with freight prepaid and duly insured. Materials/equipment, which are not conforming to IS standards specified in Bid documents, or are not of acceptable quantity, or are not as per approved drawings, would be deemed to be not delivered.

Three copies of test certificates containing the results of all tests carried out shall be submitted to the Chief Engineer / Transmission and got approved before dispatched. The supplier shall maintain all test reports of routine and stage tests conducted during manufacture. These shall be produced for verification as and when requested by the purchaser.

22. 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 be 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.

23. PACKING:

The supplier/manufacturer shall provide such packing for the material/ equipment as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the technical specification for material/equipment. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, humidity etc. during transit and open storage.

24. ACCEPTANCE CERTIFICATE:

Upon receipt of material/equipment at the designated destination and after inspection, acceptance certificate (Form-13) will be issued by the concerned Divisional Engineer/ Executive Engineer in which he will certify the date on which the material/equipment has been so accepted. Material / Equipment received shall be verified by concerned Asst. Executive Engineer/Assistant Divisional Engineer and check measured by the concerned Divisional Engineer/Executive Engineer at the site stores. If material/ equipment is found defective due to bad workmanship or damaged due to defective packing or otherwise not in conformity with requirements of the contract, taking over of material and issue of acceptance certificate shall be withheld until such time the defects have been corrected. The consignee will notify the defects found in the material after receipt of material at destination. The issue of acceptance certificate will no way relieve the contractor of his responsibility for supply and satisfactory performance of material/ equipment as per technical requirements given in the specification.

25. OPERATION AND MAINTENANCE MANUALS:

Contractor shall supply 10 copies of operation and Maintenance manuals and approved drawings along with the equipment. If the contractor does not supply the operation and maintenance manuals and approved drawings as stated above the equipment bills will be kept on hold.

10 copies of Contract Agreements with specification, QAP, all the approved drawings of Materials, GTPs, BOMs 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 contractor shall prepare the final stringing charts and sag details and supply 10 copies.

26. SITE STORES:

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

27. CONTRACTOR'S SITE OFFICE:

The CONTRACTOR shall establish a Site Office at the '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 be invariable kept by the contractor at the site office and Line Site locations and 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, BOMs, approved drawings for all equipment and materials.
 - iv) Applicable Technical Standards like IS and ISS 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.

28. AGREEMENT:

28.1 The Superintending Engineers/OMC - Metro-west, Karimnagar, Nizambad shall be the agreement authorities and the contractor shall attend the office of the concerned Superintending Engineer / OMC within 15 days of the detailed order to enter in to an agreement. The concerned Superintending Engineer / OMC shall enter an agreement with the contractor duly verifying the following.

- i. The PAN card, GST Registration, Labor license, valid A-grade electrical license to execute EHT works in Telangana.
- ii. Valid Performance Bank Guarantee.
- iii. Valid Project insurance
- iv. Authorization/power of attorney of the contractor representative to sign the agreement.

28.2 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.

29. 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 TGTRANSCO, 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 TGTRANSCO to grant extension of completion period.

30. FORCE MAJEURE:

30.1 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.

30.2 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.

30.3 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.

31. RECOVERY OF MONEY FROM CONTRACTOR IN CERTAIN CASES:

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

32. ACCOUNTING OF SURPLUS MATERIALS/ SETTLEMENT OF MATERIAL ACCOUNT:

32.1 On completion of works, all the surplus material which has been already billed by contractor to Transco but not used by contractor in the project, shall be handed over designated TGTRANSCO Stores at the cost of the contractor within the time limit of 2 months of commissioning of the project. However, if the material is not handed over within such time limit or in the opinion of designate officer of TGTRANSCO who is in-charge of the works, such material is not in fit condition for use, such material shall be retained by the contractor and recovery shall be made from contractor at the rate as per the contract rate. All the balance works if any shall have to be executed by the contractor within two months of charging of substation / line. If the contractor fails to complete the balance works within the above time schedule the works will be executed by the other agencies and will back charge to the contractor. However, the completed works shall be handed over to TL & SS wing by construction wing within 3 months after commissioning.

32.2 In exceptional cases, in order to expedite work progress, whenever TGTRANSCO issues the material from its stores on returnable basis to the contractor, the contractor shall return such material within 30 days from the date of issue of such material along with interest on the value of such material at the rate of 2% per month or part thereof. However, if contractor fails to return the material within 30 days of issue of such material, the material shall be deemed to have been sold to contractor on the date of its issue to contractor at a price which shall be 150% of the procurement cost and such cost shall be recovered from contractor along with interest at 2% per month or part thereof from the date of issue of material till amount is recovered.

33. TAKING OVER:

Upon successful completion of all the commissioning tests to be performed at site on equipment furnished and erected by the Bidder, 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 etc. as per Clause 26 above and after settlement of materials account and final bill.

34. CORRESPONDENCE:

The officers mentioned under Paragraphs (14) & (27) 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 concerned Zonal Chief Engineers and this office.

35. 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 TGTRANSCO 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 TGTRANSCO,
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.	

36. TERMINATION OF CONTRACT:

If the contractor does not fulfill his obligations as per the terms of the specification TGTRANSCO 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. The contractor so penalized shall be blacklisted for 3 years from the date of termination of contract.

Warning letters will be issued by concerned Superintending Engineer/ OMC or Chief Engineer / Zone or Chief Engineer / Transmission 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 concerned Superintending Engineer/OMC. If no satisfactory reply is received or the progress of the works are not improved within 15 days of issue of the final notice / show cause notice, the concerned Superintending Engineer / OMC 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 shall 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, TGTRANSCO is entitled to get back equipment/ material from the contractor for the payment 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.

END OF PART-A

PART-B
LABOUR PORTION

1. STANDARD OF WORK:

The 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 TGTRANSCO's Engineer (which opinion shall be final), confirm to the Specification or standards, the TGTRANSCO may require the work to be redone by you at no extra cost to the TGTRANSCO or have it redone by another agency at your cost and risk as per the undertaking given by you.

2. PRICES:

The rates of works covered in Schedules B, shall be 'Firm' on all accounts such as (i) Any increase in quantities of works (ii) execution of contract beyond the scheduled completion period for whatever reasons and (iii) increase in the rates of material and labour both during and beyond the completion period etc. These prices are inclusive of all the taxes and duties wherever applicable.

3. TAXES AND DUTIES:

The prices indicated in Schedule B are firm and are inclusive of all taxes and duties freight & insurance and all other incidents (GST @ 18%).

The Ministry of Finance, Department of Revenue, Central Board of Excise and Customs vide Notification No.15/2017, Dt:01.07.2017 has notified that the Central Goods and Services Tax (Third Amendment) Rules, 2017 shall come into force with effect from the 1st day of July, 2017. GST @ 18 % is applicable on Schedule – B (Labour portion under work contracts).

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. In respect of supply portion, the contractor shall pay all types of fees, levies, taxes, duties etc. required to be paid by any National or State statute, ordinance or other law or any regulation or bye-law of any local or other duly constituted authority 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.

4.1 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.

4.2 TELANGANA HARITHA NIDHI:

Telangana Haritha Nidhi @ 0.01% of the total value of the Contract will be deducted from the work Contract bills and remitted to Bank Account No. of Telangana Haritha Nidhi i.e., State Bank of India, Secretariat, Hyderabad Branch, A/c No. 40692056081 IFSC code: SBIN0020077, MICR code:500002354 as per orders of Govt. of Telangana vide G.O.Ms.No.17 (Finance (TFR)Dept.), Dt:18.02.2022."All the statutory levis will be deducted as applicable.

4.3 SEIGNORAGE CHARGES:

Seignorage charges has to be paid by you to the Assistant Director Mines & Geology Department and shall be produced along with your work bills or otherwise it will be deducted from your bills as per rules in vogue. The payment will be made for the actual executed quantity and the rates as fixed by the State Government from time to time.

4.4 LABOUR CESS:

Labour Cess @ 1% on work bills will be deducted from your work bills as per rules in vogue.

4.5 CORPUS FUND:

Corpus fund @ 0.1% on value of civil works (without taxes) is applicable and shall be shown separately in the invoice. The contribution to the corpus fund of N.A.C, Hyderabad, component loaded in the estimate shall be added in each bill of contractors and recovered from the contractors bills and remitted to Bank Account No. of N.A.C i.e., State Bank of India, Madhapur Branch, A/c No. 62354682987 IFSC code: SBIN0021162, Branch code:21162

5. STATUTORY VARIATION

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 TGTRANSCO.

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 TGTRANSCO 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 with in the scheduled completion period.

In case of the bought out items statutory variation shall not be applicable on that taxes and duties. For this purpose bought out item means the material / equipment not manufactured by the bidder i.e. statutory variation will be applicable for the taxes and duties involving direct transaction between the bidder and TGTRANSCO only and not for the taxes and duties between bidder and his sub-vendors.

6. EXECUTION OF WORKS NOT COVERED BY THE CONTRACT:

In the course of the execution of works against the contract, if 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 by you at the rates arrived as per clauses given below. All such items of works shall, however, be executed only on the written directions of the concerned Executive Engineer.

6.1 VARIATION IN QUANTITIES:

The quantities indicated in the Schedule-B (Works) are only provisional and are likely to change during actual execution. 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 the competent Authority of TGTRANSCO well in advance and take prior orders for going ahead with the work. Without approval of the competent Authority of TGTRANSCO, the 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 arises.

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 below:

6.2 Increased Quantities

For quantities increased over and above the Scheduled quantities: The rates awarded in the contract are applicable for any increase in quantities of works.

6.3 For Supplemental / New Items:

- ii) For the items relating to the Schedule-B where the rate can be deducted from the estimate or TGTRANSCO / DISCOMS / common SSR, the rate applicable will be the estimated / SSR rate +/- tender percentage quoted/accepted by the bidder for Schedule-B. The schedule of rates adopted for supplemental items / new item shall be from the SSR applicable during the execution period.
- iii) For the items relating to the Schedule-B where the rates of new items cannot be deducted from the estimate / SSR, the rate payable will be arrived upon 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.

6.4 The Schedule time required to complete the new / supplemental items including the balance work will be indicated in the approval letter issued for new / supplemental items.

7. TERMS OF PAYMENT:

All payments will be made to you in the following proportion.

- i) Payments will be made up to **80%** 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.
- ii) Out of balance **20%** amount, the first **10%** payment will be released after completion of all the works, provided the material account is settled. The final **10%** 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.

Payments for the above works will be made by cheques / by way of Electronic Fund Transfer / RTGS from PSDF/TGTRANSCO funds. The contractor has to furnish requisite details for establishing RTGS in proforma as per Schedule -X. Once RTGS system is established, the bank account details submitted are final and cannot be changed till completion of the contract. 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 through PSDF/ PFC/ REC Banks, the connected Bank charges are to be borne by the contractor.

Bank account details for payment through RTGS system:

1. Name of the Bank	:	State Bank of India
2. Name of the Branch	:	NGN Vaidya Marg, Horniman Circle, Mumbai-400023
3. Branch Code	:	06070
4. City	:	Mumbai
5. Account No.	:	30565173320
6. MICR No.	:	400002019
7. IFSC No.	:	SBIN0006070
8. Income Tax PAN No.	:	AABCJ5937F
9. GST Registration No.	:	26AABCJ5937F1ZK
10. Date of GST Registration	:	26.06.2017
11. Place of GST Registration	:	Silvassa, Dadra and Nagar Haveli.

Note: “For erection works, out of 100% amount, 75% is grant from Power System Development Fund (PSDF) and balance 25% amount are from TGTRANSCO funds. Hence, concerned authorities have to prepare the Letter of Advices (LOAs) in according with the terms of payments, duly apportioning between PSDF and TGTRANSCO.

8. COMPLETION PERIOD:

The overall completion period for Supply, erection, testing and commissioning of HTLS conductor along with hardware & accessories in place of existing ACSR Panther conductor and replacement of existing CTs & Isolators at both ends for 4 Nos.132kV feeders - 132kV Shapurnagar - Bollaram - I & II, 132kV Dichpally - Nizamabad – I and 132kV Durshed – Karimnagar is **6 months**.. The period of completion of the project will be reckoned from date of issue of detailed contract award. The bidder shall execute all the works / supplies as per the program of works. The supply of spares shall be completed within 6 months from the date of the Detailed Contract Order.

9. PENALTY FOR LATE SUPPLIES / COMPLETION OF WORK:

Penalty will be levied as follows for the delay in executing the works or supply of material.

- 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 contractors when compared with the PERT charts as accepted in the Kickoff meetings, whatever may be the reasons, the TGTRANSCO 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; the TGTRANSCO 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, TGTRANSCO may consider termination of the contract. The right of the TGTRANSCO to levy penalty shall be without prejudice to its rights under the law including the right to get the balance works executed by other agencies at the risk and cost of the successful bidder. This is in addition to the right of the TGTRANSCO to recover any damages from the contractor and also blacklisting. In case the successful bidder fails to execute the works as per the program or in the opinion of purchaser, the works are progressing at a slow pace, TGTRANSCO reserves its right to get the balance or part of works executed through other agencies at the risk and cost of the successful bidder, this is in addition to the right of the TGTRANSCO to recover any damage from the contractor and also blacklisting.

10. PERFORMANCE SECURITY:

You are requested to submit **Performance Security** equal to **ten percent (10%)** of the value of Schedule – A plus **Rs.3,59,83,021.00** (+) five percent (5%) of the value of the schedule-B **Rs.35,92,628.00** for the proper fulfilment of contract with a validity of **18 months over and above the completion period and with two months claim period**. The Performance security may be made by Demand Draft on any **Nationalized Bank** payable at Hyderabad in favour of Pay officer, TGTRANSCO, Hyderabad or by way of Bank Guarantee from a **Nationalized Bank** in favour of Chief Engineer/ Transmission in the prescribed proforma.

The performance security shall be forfeited if you fail to fulfill the terms of the contract. You are requested to extend the validity of the Bank Guarantee furnished towards performance security as and when requested by TGTRANSCO.

11. PERFORMANCE GUARANTEES

- i) The contractor shall warrant for the satisfactory functioning of the materials / equipment supplied and for the satisfactory operation of the workmanship performed by him, for a minimum period of **18 months** from the date of commissioning of the works/project.
- ii) Equipment, sub-assemblies or spares, or parts replaced / repaired under warranty shall have further warrantee of **12 months** from the date of replacement / repair.
- iii) After commissioning and handing over of the project to the TGTRANSCO, the contractor shall arrange for thorough patrolling of the line during the first six months of the guarantee period so that the defects if any noticed during that period may be rectified by the contractor free of cost to the TGTRANSCO without having to wait for the TGTRANSCO to suggest such rectifications.
- iv) If during the period of guarantee, the Engineer decide and inform in writing to the contractor that any equipment, part of equipment, material or works is defective, the contractor on receiving details of such defects or deficiencies shall at his own expense, irrespective of reimbursement of insurance company, rectify/replace the defective material or works within seven (7) days of his receiving the notice or within such reasonable time as TGTRANSCO may deem proper for making it good. The decision whether correction of the defects should be through repair or by replacement shall be the sole discretion of the TGTRANSCO.
- v) In the event of contractor not responding to the intimation of the Engineer as mentioned in above, the Engineer may arrange for a third party to correct the Defects and the extra costs for such.
- vi) The Engineer is to give the contractor at least seven (7) days notice of this intention to use a third party to correct a Defect. If the contractor does not correct the Defect himself within this notice period, the Engineer may have the Defect corrected by the third party. The cost of the correction will be deducted / collected from the Retention amounts or Performance / additional / Retention securities or amounts / bills pending to the contractor either in this contract or other contracts or any other Securities.
- vii) On testing or during operation, if it is found that actual parameters are deviating in excess than that are allowed as per the relevant specifications, actions like forfeiting the Security Deposit, black listing, collection of liquidated damages from the supplier etc. will be initiated after issuing a notice.

12. PAYING OFFICER & CONSIGNEE:

The details of Paying Officer, Agreement authority & consignee is as below

Sl. No.	Name of the Transmission line	Paying officer & Agreement authority	Consignee
1	132 KV Shapurnagar-Bollaram DC Line	SE/OMC/Metro-West	Concerned AEE/ADE
2	132 KV Durshed – Karimnagar SC Line	SE/OMC/Karimnagar	Concerned AEE/ADE
3	132 KV Dichpally - Nizamabad – I	SE/OMC/Nizamabad	Concerned AEE/ADE

13. QUALITY OF EQUIPMENT/MATERIALS:

Equipment/materials supplied by you shall be of good quality. You shall furnish samples and get them tested in the presence of the TGTRANSCO's Engineer/ representative. The materials shall be dispatched only after inspection, testing and approval by the TGTRANSCO. The tests to be carried out to the equipment/ material shall be in accordance with Volume-2 of the Specification. Construction materials like sand, metal, stone, bricks, timber and various sanitary, water supply fittings etc., shall be got approved by Executive Engineer/ Construction/Civil for the various works covered by schedules.

14. Quality Assurance Plan:

The Quality Assurance Plan of TGTRANSCO is appended to the specification. You shall adhere to the Quality Assurance Plan during execution of works. You shall maintain the quality standards as per specification and shall attend the remarks of TGTRANSCO Quality Control wing on top most priority without any reminders from TGTRANSCO.

14.1 Cost of tests not provided for:

TGTRANSCO may decide to conduct certain other tests not covered in this specification on the materials supplied by the bidder by an independent person or agency at any place other than the site of the place of manufacture of the materials. The cost of such tests shall still to be borne by the contractor. If the tests show that the workmanship or quality of materials are not in accordance with the provisions of the contract the same may be replaced with new one conforming to specification at Contractor's cost.

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 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.

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.

Uncovering and Making Openings: The TGTRANSCO 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.

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.

Removal of improper work and materials:

- a) The TGTRANSCO representative shall, during the progress of works, have power to order in writing from time to time the removal from the 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, the TGTRANSCO 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 TGTRANSCO from any money due to or which may become due to the contractor.

14.2 INSPECTION, DURING ERECTION:

The provisions of the clauses entitled in the specification for other 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 equipment, the CONTRACTOR shall make good for 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.

14.3 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.

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

The contractor shall provide experienced, technically qualified supervising Engineers for the supervision. The Chief Supervising Engineer of the contractor or his agent shall have full power as the representatives of the contractor who can negotiate at site in regard to execution of the contract. The minimum qualification of site Engineer is a degree in Engineering. The contractor must make his own arrangements for recruiting skilled, semi-skilled and un-skilled labour in sufficient numbers. The contractor shall engage only competent skilled workers. The Executive Engineer/ In-charge of the work will have the right to remove any skilled worker employed by the contractor, if found not suitable.

The contractor shall employ following Technical Staff indicated against each work.

Work	Technical Personnel to be employed by the Contractor
220 kV or 132 kV Sub-Station or Switching Station	1 B.Tech / B.E Electrical +1 B.Tech / B.E Civil + 1 Diploma Electrical
220 kV or 132 kV Line	1 Diploma Electrical +1 Diploma Civil
220 kV/132 kV bays	1 Diploma Electrical / Civil

In case of failure of the contractor to employ technical staff during execution as above, recovery shall be made from his bills at Rs. 10,000/- per month for each work, besides other penal action.

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.

15. WATER & POWER:

The successful bidder 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 bidder'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 bidder 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 TGTRANSCO at one point in the substation site from DISCOM. Further cabling up to the contractor's office/works is in the contractor's scope only.

16. 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 (6.2) of Section-II, Volume-I of the Specification.

17. PROVISION OF VEHICLE DURING THE EXECUTION OF LINE WORKS:

The contractor shall provide one vehicle (car/Jeep) till the transmission line works are completed for site / filed visits of the field AEs/AAEs and also Quality control wings from office to site.

18. 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. TST-TRANS-e-03/2024-25 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 TGTRANSCO and returning of surplus materials if any, at the TGTRANSCO's stores. Yards and stores for stacking of the materials/ equipment supplied by you shall be open for inspection by the TGTRANSCO's staff as and when required.

19. 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 materials 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 the TGTRANSCO, you shall be liable to make good the loss without any extra cost to the TGTRANSCO.

20. GUARANTEED TECHNICAL PARTICULARS AND TYPE TESTS, 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 manufacturing / offer / supply / erection with probable dates.
- (c) The detailed program of survey, stringing and commissioning of line.
- (d) Before commencement of stringing, stringing charts and sag details are to be furnished for approval.

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 from the Executive Engineer/Construction in writing so as to ensure the correctness of the quantities required for the work.

The contractor shall adhere to the Principal parameters/Guaranteed Technical Particulars specified in the specification and also the approved list of manufacturers as specified in the specification.

All the equipment/material covered under Schedule-A of this contract shall be fully type tested by the contractor or his vendor as per relevant standards. The type tests should have been conducted on similar or higher capacity equipment not earlier than five years from the date of issue of Letter of Intent.

21. SITE STORES:

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

22. CONTRACTOR'S SITE OFFICE:

The CONTRACTOR shall establish a Site Office at the '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 be invariable kept by the contractor at the site office and Substation site / Line Site locations and 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, BOMs, approved drawings for all equipment and materials.
 - iv) Applicable Technical Standards like IS and ISS 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.

23. AGREEMENT:

23.1 The Superintending Engineer/OMC mentioned at Clause (16) shall be the agreement authority and the contractor shall attend the office of the concerned Superintending Engineer / OMC within 15 days of the detailed order to enter in to an agreement. The concerned Superintending Engineer / OMC shall enter an agreement with the contractor duly verifying the following.

- a. The PAN card, GST Registration, Labor license, valid A-grade electrical license to execute EHT works in Telangana.
- b. Valid Performance Bank Guarantee.
- c. Valid Project insurance
- d. Authorization/power of attorney of the contractor representative to sign the agreement.

23.2 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.,

23.3 **SUB CONTRACTOR AND SUB ORDERS:** The successful Bidder shall carry out all the works mentioned in the schedules by their company only. **Sub-contracting or sub ordering is not allowed by TGTRANSCO.**

24. MANAGEMENT /CO-ORDINATION MEETINGS:

Monthly/Fortnight review of works shall be conducted by the Superintending Engineer/ OMC-Nalgonda or Chief Engineer / Zone or Chief Engineer / Transmission. 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.

Superintending Engineer/OMC shall conduct Monthly review meeting with Contractor and record the reasons for delay and any other bottlenecks based on the weekly dairy of the work done jointly recorded by Assistant Engineer/ Construction or Assistant Executive Engineer/ Construction, and the Contractor.

Superintending Engineer/OMC to submit copies of minutes of monthly review meeting with the Contractors to headquarters.

A weekly dairy of work done during the week on day to day basis should be prepared on the last working day of the week and should be submitted to the Executive Engineer/ Construction jointly signed by concerned Assistant Engineer/Assistant Executive Engineer (Construction) and Contractor's authorized representative.

25. EARLY WARNING:

The contractor has to intimate the TGTRANSCO 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 TGTRANSCO in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced.

26. ERECTION WASTAGES & LOSSES:

The contractor will be allowed / supplied with the following maximum additional quantities of transmission line materials to cover damages and losses during erection.

- i) SRC Insulators : Up to 1% of the quantity
- ii) Conductor and earthwire : Up to 1% of the route length of the line for each conductor/earthwire. (The 1% wastage includes the additional lengths required to account for sag and jumpers).
- iii) Hardware & accessories for conductor, Earth wire and bolts & nuts and washers. : Up to 2% of the quantity of hardware & accessories required for conductor & Earth wire and bolts & nuts and washers.

27. 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.

27.1 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. Bidder/contractor shall submit both hard copy and soft copy (2 sets) to the Engineer in charge immediately.

28. WAY LEAVES & TREE CUTTING IN TRANSMISSION LINE CORRIDOR:

Payment of compensation for damaged crops or fruit bearing trees shall be initially made by the contractor, which will be reimbursed by TGTRANSCO later on. The compensation so payable in respect of damaged crops shall be based on the assessment of MRO. In respect of the trees, compensation shall be payable as per the guidelines issued in T.O.O. Dir (Transmission) Ms. No.238, dated 10.11.2006 and T.O.O(CMD) MS No.2, Dt:12.11.2013 and T.O.O(CE-Construction-I) MS No.492, Dt:28.02.2011. The contractor shall take up the payment of compensation amount only after written approval by the Executive Engineer. The contractor shall pay 75% of the compensation in pursuance with the early completion of work. The payment through Account payee cheques shall be done in presence of Assistant Engineer.

However after finalization of compensation of amounts by the department, the balance amount shall also be paid by the contractor and can claim for the reimbursement of the actuals based on the estimates sanctioned by the department and on production of the copies of the cheques given to the land owners/farmers and on production of the receipts/ acknowledgments taken from the land owners. The Superintending Engineer/Construction shall finalize the compensation claims.

29. RESPONSIBILITY OF THE CONTRACTOR:

The successful bidder is responsible 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. To mobilize and plan for the labour and TGTRANSCO shall not be responsible for any mismatch of work on account of whatever so the reasons and the successful bidder has to bear the costs towards idle labour on account of mismatch of work if any. 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. TGTRANSCO shall not be responsible for any delayed payments whatever so the reasons. The bidders are requested to study all the existing conditions and all the above aspects of the project while quoting itself and no extra claim will be entertained on the above reasons.

30. RISK:

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

31. 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 TGTRANSCO, 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 TGTRANSCO to grant extension of completion period.

32. FORCE MAJEURE:

- 32.1 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.
- 32.2 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.
- 32.3 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.

33. DELAYS ORDERED BY THE PURCHASER

TGTRANSCO 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.

34. 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 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.

35. RECOVERY OF MONEY FROM CONTRACTOR IN CERTAIN CASES:

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

36. ACCOUNTING OF SURPLUS MATERIAL/SETTLEMENT OF MATERIAL ACCOUNT:

36.1 On completion of works, all the surplus material which has been already billed by contractor to Transco but not used by contractor in the project, shall be handed over at designated TGTRANSCO Stores at the cost of the contractor within the time limit of 2 months of commissioning of the project. However if the material is not handed over within such time limit or in the opinion of designate officer of TGTRANSCO who is in-charge of the works, such material is not in fit condition for use, such material shall be retained by the contractor and recovery shall be made from contractor at the rate as per the contract rate. All the balance works if any shall have to be executed by the contractor within two months of charging of substation / line. If the contractor fails to complete the balance works within the above time schedule the works will be executed by the other agencies and will back charge to the contractor. However the completed works shall be handed over to TL & SS wing by construction wing within 3 months after commissioning.

36.2 In exceptional cases, in order to expedite work progress, whenever TGTRANSCO issues the material from its stores on returnable basis to the contractor, the contractor shall return such material within 30 days from the date of issue of such material along with interest on the value of such material at the rate of 2% per month or part thereof. However if contractor fails to return the material within 30 days of issue of such material, the material shall be deemed to have been sold to contractor on the date of its issue to contractor at a price which shall be 150% of the procurement cost and such cost shall be recovered from contractor along with interest at 2% per month or part thereof from the date of issue of material till amount is recovered.

37. 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 / unhanding over material and will issue a notice to the contractor for signing on the bill. If the contractor do 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 36 above.
- f) All the completed works shall be technically audited by Quality Assurance wing within two months of the completion / commissioning of the project for the correctness of project in terms of agreements, specifications, detailed project report/technical sanction, deviation in quantities & rates.
- g) All the remarks which are pointed out by Quality assurance wing in the above technical audit shall invariably attend by TLC wing within one month and in case the remarks are pertaining to the execution of work which is in the scope of the agreement, the Contractor has to attend the remarks without insisting of any additional payment

38. TECHNICAL AUDIT:

- i) All the completed works shall be technically audited by Quality Assurance wing within two months of the completion/ commissioning of the project for the correctness of project in Terms of agreements, specifications, detailed project report/ technical sanction, deviation in quantities & rates.
- ii) All the remarks which are pointed out by Quality wing in the above technical audit shall invariably attended within one month and in case the remarks are pertaining to the execution of work which is in the scope of the agreement, the Contractor has to attend the remarks without insisting of any additional payment.
- iii) *Contractor must be held responsible for rectification/completion of works as on date of commissioning and for defects within the warranty period.*

iv) However all the liabilities of the Contractor covered under performance guarantee period shall hold good.

39. TAKING OVER:

Upon successful completion of all the commissioning tests to be performed at site on equipment furnished and erected by the Bidder, 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 etc. as per Clause 39 above and after settlement of materials account and final bill.

40. CORRESPONDENCE:

The officers mentioned under Paragraphs (16) & (27) 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 concerned Zonal Chief Engineers and this office.

41. 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 TGTRANSCO 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 TGTRANSCO.
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.	

42. 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

TGTRANSCO 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 concerned Superintending Engineer/ OMC or Chief Engineer / Zone or Chief Engineer / Transmission 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 concerned Superintending Engineer/OMC. If no satisfactory reply is received or the progress of the works are not improved within 15 days of issue of the final notice / show cause notice, the concerned Superintending Engineer / OMC 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 shall 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, TGTRANSCO is entitled to get back equipment/ material from the contractor for the payment 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.

V. 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 15 days from the date of issue of this letter.

Encl: Schedule –A and B

Yours faithfully,

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

WE ACCEPT THE TERMS AND CONDITIONS OF THIS ORDER.

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

Copies to: The FA&CCA(Accounts)&CFO/TGTRANSCO/VS/Hyderabad.

The Chief Engineer/Metro Zone /TGTRANSCO/ Hyderabad.

The Chief Engineer/ Karimnagar Zone /TGTRANSCO/.

The Superintending Engineer/OMC/ Metro-west (*) – 2 copies

The Superintending Engineer/OMC/ Karimnagar (*) – 2 copies

The Superintending Engineer/OMC/ Nizamabad (*) – 2 copies

The Divisional Engineer/ O&M Metro-west / TGTRANSCO.

The Divisional Engineer/ O&M Karimnagar / TGTRANSCO.

The Divisional Engineer/ O&M Nizamabad / TGTRANSCO.

The Divisional Engineer/ Transmission & stores / Erragadda /TGTRANSCO.

The SAO/Pay & Accounts/TGTRANSCO/Vidyut Soudha/Hyderabad. (*)

* It is requested to arrange to prepare and process the bills as per the note of Clause (10) of Part-A of this Purchase Order.