



TAMILNADU GENERATION AND DISTRIBUTION CORPORATION LIMITED

From
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Protection & Communication,
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To
The Deputy General Manager.,
Enterprise Business -II
BSNL, Chennai Telephones,
No.99, 6th Floor, Jawaharlal Nehru Road,
KK Nagar Telephone Exchange Building,
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Lr.No.CE/P&C/SE/D/P&C/EPC1/AEE1/Specn.No.P&C.1010/P.O.991/D.01/19, dt.16.08.2019

Sir,

Sub : TANGEDCO – P&C Circle – Tender Specn.P&C-1010 – P.O.991 Dt.16.08.2019
- Mobile communication among TNEB Ltd, TANGEDCO and TANTRANSCO
officers, staffs and Fuse off Call Centres - Provision of SIM cards to all the
officials of TANGEDCO, TANTRANSCO and TNEB Ltd – Detailed P.O - issued
–Reg.

- Ref: 1) Tender Specn No. P&C-1010
2) Your offer against the tender Specn.P&C-1010 opened on 08.02.2019
3) Lr.No.DGM-EB-II/CHTD/TANGEDCO CORR/2018-19/7 dt.26.02.2019
4) Lr.No.DGM-EB-II/CHTD/TANGEDCO CORR/2018-19/8 dt.06.03.2019
5) Your draft P.O. acceptance dt.14.08.2019

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1.0 ACCEPTANCE:

With reference to your quotation and other correspondences cited, I acting for and on behalf of and by the order and direction of Tamil Nadu Generation and Distribution Corporation Ltd (TANGEDCO) (hereinafter called "Purchaser/Owner"), accept your offer against tender specification No. P&C-1010, for Provision of SIM cards to all the officials of TANGEDCO, TANTRANSCO and TNEB Ltd to TANGEDCO as detailed in Clause 2.0 of this Purchase Order at the prices noted against each of them subject to the terms and conditions set forth herein and the clauses in the ANNEXURE-I. The price accepted above is **FIRM** and inclusive of F&I charges.

2.0 SCHEDULE OF MATERIALS & PRICES:

Sl. No	Description	Qty in Nos	SAC code	Basic price (Rs)	GST %	GST amount (Rs)	Total all inclusive unit price (Rs)	Total all inclusive Price (Rs) per month
1	Charges per month per SIM card for unlimited voice calls with free roaming all over India to all the mobiles and landlines with 2G/3G/4G technology with free bandwidth of 5 GB per month and 100 SMS per day	24629	998413	98.00	18%	17.64	115.64	2848098
Total amount (per month)								2848098

(Rupees Twenty eight lakhs Forty Eight Thousand and Ninety Eight only)

3.0 CONTRACT PERIOD: 24 months from the date of receipt of Purchase Order. On completion of the contract TANGEDCO reserves the right to extend the contract on mutually agreeable terms.

4.0 OTHER TERMS & CONDITIONS :

- 1. Delivery Period :** The activated SIM cards should be delivered within 15 days from the date of receipt of Purchase Order.
- 2. Payment :** 100% of the total cost of **the plan charges (subscription) will be paid on monthly basis on completion of each month (post completion) on submission of bills with all required supporting documents which are certified by the customer for all contract compliance** and will be paid by the territorial Chief Engineers/Superintending Engineers/TANGEDCO/TANTRANSCO/TNEB Ltd, on installation, commissioning and handing over of the Activated SIM cards to the Purchaser, after testing all the software and fulfilling the technical specifications on submission of an irrevocable Bank Guarantee for 5% of the contract value. Necessary TDS under GST will be deducted from the invoices as per Govt of India's Notification No.50/ 2018 dt.13.09.2018.
- 3. Security Deposit cum Performance Guarantee:** You have to furnish 5% of the total contract value amounting to Rs.1,42,410/- (Rupees One Lakh Forty two Thousand Four hundred and Ten only) as Security deposit in the form of Cash/BC/DD/ irrevocable BG within 15 days from the date of receipt of purchase order.

5.0. All other terms & conditions refer Annexure-I and the Specification P&C 1010.

6.0. ACKNOWLEDGEMENT AND FURTHER CORRESPONDENCE:

- (i) You are requested to acknowledge the receipt of this Purchase order immediately.
- (ii) Further correspondence if any, shall be made to Superintending Engineer/ Design/Protection and Communication, 2nd Floor, MLDC Block, 144, Anna Salai, Chennai-2.

Sd/-16.08.2019
CHIEF ENGINEER,
PROTECTION & COMMUNICATION.

Encl.: Annexure I

Copy submitted to the Director/Operation/TANGEDCO/Chennai

Copy submitted to the Director/Operation/TANTRANSCO/Chennai.

Copy to the Chief Engineers/Distribution/Chennai Region South, North, Coimbatore, Erode, Madurai, Vellore, Villupuram, Tirunelveli, Trichy

Copy to the Chief Engineers/Thermal Stations

Copy to the Chief Engineers/HQ

Copy to the Chief Financial Controllers/TANGEDCO, TANTRANSCO

Copy to all the Superintending Engineers/Electricity Distribution Circles

Copy to CE/System Operation/Chennai & Trichy.

Copy to Superintending Engineers/P&C/Chennai, Madurai, Trichy & Coimbatore.

Copy to Superintending Engineers/GCC I & II /Chennai, Madurai, Salem, Coimbatore & Trichy

Copy to the Superintending Engineers/Operation/Chennai, Sriperumbudur, Villupuram, Salem, Tiruvalam, Coimbatore, Madurai, Trichy, Tirunelveli.

Copy to the Superintending Engineers/Generation/ Kundah, Erode, Tirunelveli.

Copy to the Superintending Engineers/Electrical Systems/TTPS, MTPS I & II, NCTPS stage I & II

Copy to all Accounts Officers/Office of all SEs/GCC concerned.

Copy to all Stores officers/GCC stores I & II/Chennai, Trichy, Salem, Madurai & Coimbatore.

1. The certificates/Bank Guarantee mentioned in clause 7.0 will be sent by the company to the Superintending Engineer/Design/P&C/Chennai only and not to the consignee Superintending Engineers.
2. The approval of test certificates, B.Gs etc., mentioned in the P.O will be done by the SE/D/P&C/Chennai and copy will be communicated to the consignee SEs.
3. The Superintending Engineers/GCC's concerned are requested to process the invoice received from the company on receipt of Goods at destination stores/site, after taking the Goods into stock. They are requested to send the LoA to the Central payment/TANTRANSCO/Chennai for payment.

Copy to the Resident Audit Officer/Chennai.

Copy to the Deputy Financial Controller/Central Payment.

Copy to the Executive Assistant to SE/D/P&C/Chennai.

Copy to the Tender file.

ANNEXURE - I

1.0 PRICE:

- 1.1 The Ex-works price, freight and insurance charges given above are **FIRM** and should be kept FIRM during the entire period of contract.
- 1.2 Any variation in taxes and duties for materials supplied within the stipulated delivery period will be to TANGEDCO's account provided the increase is not due to contractor moving to different tax slab. Any increase in taxes and duties for materials supplied beyond the stipulated delivery period will be to contractor's account. Decrease in taxes and duties will be to the advantage of the TANTRANSCO and should be refunded to the TANTRANSCO.

2.0. GOODS AND SERVICES TAX :

- 2.1 TANGEDCO has been registered as a dealer under GST Act 2017 (Registration No.33AADCT4784E1ZC).

TANTRANSCO has been registered as a dealer under GST Act 2017 (Registration No.33AADCT4780AFZA).
- 2.2 The price mentioned above is inclusive of SGST & IGST. In case of delayed delivery, the GST rate prevailing on the date of despatch or on the last day of the contractual delivery period whichever is LESS will be admitted. For both the cases, the supplier shall furnish documentary evidence while submitting the bills for payment.
- 2.3 It is the responsibility of the contractor to make sure about the correct rates of duty liveable on the material at the time of tendering. If the rates assumed by the contractor are less than the current rates prevailing at the time of tendering, the TANGEDCO Ltd will not be responsible for the mistake. If the rates assumed by the contractor are higher than the current rates prevailing at the time of tendering, the GST rate prevailing at the time of tendering will only be paid.
- 2.4 Any increase in GST rate consequent to the suppliers coming into different slab during the execution of the contract shall have to be taken into account. Any Variation in GST rate due to statutory Variation within the contract delivery date shall be considered by the TANGEDCO Ltd.
- 2.5 Provided always, it is hereby agreed and declared that in case, where the TANGEDCO has doubt and belief that GST is not at all payable for the transaction in question, the TANGEDCO reserves the right to withhold the amount of tax until the party produces an order of court of competent jurisdiction, declaring the liability of the transaction to GST.

3.0 DELIVERY:

- 3.1 The **activated SIM cards should be delivered within 15 days** from the date of receipt of Purchase Order.
- 3.2 The delivery period will not normally be extended. Hence all efforts shall be taken to deliver the materials within contractual delivery period.

- 3.3 The TANGEDCO Ltd will be at liberty to cancel the contract if the supply is not made as per the delivery schedule specified in the indent, notwithstanding its right to claim liquidated damages for the belated supplies and the quantity outstanding to be supplied as on the date of cancellation. You are liable to pay to the TANGEDCO Ltd in addition to the liquidated damages for delay, the actual difference in price whenever the TANGEDCO Ltd orders the delayed quantity to be supplied/executed by other agencies at higher rate.
- 3.4 **Only the date of actual receipt of activated SIM cards will be reckoned as date of delivery for this purpose.**
- 3.5 Tenderer's should deliver the materials anywhere in Tamil Nadu State stipulated by the TANGEDCO Ltd based on the schedule furnished. The delivery so specified shall be guaranteed by the tenderers under liquidated damages clause.
- 3.6 TANGEDCO Ltd reserves the right to cancel the quantities not supplied as per delivery schedule.

4.0 Quantity variation:

The quantity mentioned in the purchase order is variable. i.e. due to Mobile Number Portability (MNP) the number of SIM cards can be added or deleted. Also on approval of new SIM cards for the officers there may be addition of SIM cards.

5.0 PAYMENT:

- 5.1 100% of the total cost of **the plan charges (subscription) will be paid on monthly basis on completion of each month (post completion) on submission of bills with all required supporting documents which are certified by the customer for all contract compliance** and will be paid by the territorial Chief Engineers/Superintending Engineers/ TANGEDCO/ TANTRANSCO/TNEB Ltd, on installation, commissioning and handing over of the Activated SIM cards to the Purchaser, after testing all the software and fulfilling the technical specifications on submission of an irrevocable Bank Guarantee for 5% of the contract value. Necessary TDS under GST will be deducted from the invoices as per Govt of India's Notification No.50/ 2018 dt.13.09.2018.
- 5.2 **The Contract price shall be paid in Indian Rupees only.**
- 5.3 Payments will not be made for the damaged SIM during transit. All defective SIM cards shall be replaced by the contractor free of charge.
- 5.4 **For the delayed payments, if any, TANGEDCO will not pay any interest on any account.**
- 5.5 In case of delay in supply, the materials will be accepted subject to the following conditions:
- a. There should be no declining trend in prices.
 - b. Payment will be released as per the recent purchase order rates or lowest rates obtained during the recent tenders opened subject to levy of liquidated damage for belated supplies.

c. TANGEDCO reserves the right to accept or reject the delayed supplies without assigning any reason there for and take action as per the other terms and conditions of this specification.

- 5.6 The bills for payment will be passed only after the approval/acceptance of the following by the Superintending Engineer/Design/P&C/Chennai:
- (a) Security cum Performance B.G. for 5% value of the order.
 - (b) Undertaking towards jurisdiction for legal proceedings.
 - (c) Guarantee certificate

6.0 ALLOTMENT:

The entire quantity of SIM cards ordered in this P.O. shall be delivered at the respective offices as per the allotment orders given in the annexure.

7.0 BANK GUARANTEES & CERTIFICATES :

The following documents shall be sent to the Superintending Engineer / Design / Protection & Communication, II Floor, MLDC Block, 144, Anna Salai, Chennai-2 for approval.

1. Security Deposit cum Performance Bank Guarantee in the form of Demand Draft / Banker's Cheque/irrevocable Bank Guarantee for 5% contract value.
2. Undertaking towards Legal Proceedings.
3. Guarantee certificate

The Bank Guarantee shall be furnished on a non – judicial stamp paper of value of Rs.80.00.

8.0 SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE :

- 8.1 You have to furnish 5% of the total contract value amounting to Rs.1,42,410/- (Rupees One Lakh Forty two Thousand Four hundred and Ten only) as Security deposit cum Performance guarantee in the form of Cash/Banker's Cheque/DD/ irrevocable BG within 15 days from the date of receipt of purchase order towards execution of contract & Performance of the materials.

The above Security Deposit cum performance guarantee is to be furnished within 15 days from the date of receipt of detailed P.O failing which P.O. is liable for cancellation. The present penalty rate applicable is 22% per annum. The appropriate penal interest as applicable will be levied towards delayed submission of cash/DD/Bank Guarantee towards Security Deposit cum performance guarantee. The same will be recovered from contractor's first bill.

- 8.2 Security Deposit cum performance guarantee shall be **valid for a period of 24 months** from the anticipated date of receipt of last consignment of goods/ materials at site in good condition. In case of delay in supply, the Performance Bank guarantee should be extended suitably.
- 8.3 The security cum Performance Bank Guarantee will be released on expiry of guarantee period after ensuring that defects/damages during the guarantee periods are rectified/ replaced.

- 8.4 If the purchaser incurs any loss or damage on account of breach of any of the clauses or any other amount arising out of the contract becomes payable by the supplier to the purchaser, then the purchaser will in addition to such other dues that he shall have under the law, appropriate the whole or part of the security deposit cum Performance Bank Guarantee and such amount that is appropriated will not be refunded to the supplier.

9.0 LIQUIDATED DAMAGES RECOVERY :

The delivery as specified should be guaranteed by the supplier under the liquidated damages clause given below:

- 9.1 If the supplier fails to deliver the SIM cards within the time specified in the contract or any extension thereof, the purchaser shall recover from the supplier as liquidated damages, a sum of HALF PERCENT (0.5%) of the contract price of the undelivered SIM cards for each completed week of delay. The total liquidated damages shall not exceed TEN PERCENT (10%) of the contract price of the activated SIM cards so delayed.

Only the date of actual receipt of activated SIM cards will be reckoned as date of delivery for this purpose.

The amount of LD as per terms of contract will be recovered from the respective bill itself for the delayed supply.

It should be noted that if a contract is placed on the higher tenderer in preference to the lowest acceptable tender in consideration of the offer of earlier delivery, the said contractor will be liable to pay the TANGEDCO the difference between the contract rate and that of the lowest acceptable tender in case of failure to complete the supplies in terms of such contract within the delivery period specified in the tender and incorporated in the contract. This is without prejudice to other rights under the terms of contract.

- 9.2 SIM cards will be deemed to have been delivered only when all its component parts and its accessories are also delivered. If certain components and accessories are not delivered in time the whole equipment will be considered as delayed unless, the missing parts are delivered. **The Liquidated damages will also be levied for the quantity not supplied as is done for the delayed supplies. If supplies effected in part which could not be beneficially used by the TANGEDCO (due to such incomplete supply), liquidated damage will be worked out on the basis of the value of delayed portion for the non supply of activated SIM cards and not on the entire cost price.**
- 9.3 If supplies to be rendered are made by the supplier beyond the period of delivery and they are accepted by the TANGEDCO, such acceptance is without prejudice to TANGEDCO's right to levy liquidated damages for the delay in supply.
- 9.4 If the ordered SIM cards are not delivered, the purchaser shall recover from the supplier, as liquidated damages a sum equal to TEN PERCENT (10%) of the contract price of the activated SIM cards undelivered.
- 9.5 The suppliers are liable to pay the amount of loss sustained by the TANGEDCO in the event of non-execution of orders, if any placed on them either in full or part, to

- the satisfaction of the TANGEDCO under the terms and conditions of contract and in the event of placing orders for such quantities on some others at a higher price.
- 9.6 If there is any downward trend in prices on account of belated supplies, the tenderers have to accept the same with the levy of liquidated damages, for belated supplies.

10.0 GUARANTEE:

- 10.1. All the SIM cards should be guaranteed for satisfactory operation and good workmanship till the existence of the contract period. Successful tenderer shall furnish an undertaking for the above.
- 10.2 Any defects noticed during this period shall be rectified free of cost to the TANGEDCO within 1 (one) week from the intimation of defect/failure. Irrespective of number of failures and repairs, the suppliers are responsible for free replacement of the SIM cards till the same serves up to the contract period. If they are not rectified or replaced within this period the contractor shall pay Liquidated Damages as per Liquidated Damages clause in the contract for the delay from the date of receipt of intimation for the defects or failures.
- 10.3 The tenderers shall guarantee among other things, the following.
- (i) Quality and performance of the service provided.
 - (ii) Performance figures given by the tenderers in the Schedule of Guaranteed technical particulars.

11.0 FAILURE TO EXECUTE THE CONTRACT:

Service Providers failing to execute the order placed on them to the satisfaction of the TANGEDCO under terms and conditions set forth therein, will be liable to make good the loss sustained by the TANGEDCO, consequent to the placing of fresh orders elsewhere at higher rate, i.e. the difference between the price accepted in the contract already entered into and the price at which fresh orders have been placed. This is without prejudice to the imposition of Liquidated Damages and forfeiture of security deposit cum performance bank guarantee.

12.0 FORCE MAJEURE:

- 12.1 If at any time, during the continuance of the contract, the performance in whole or in part, in any obligation under this contract, shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, acts of civil commotion, strikes, lockouts, sabotages, fires, floods, explosions, epidemics, quarantine restrictions or other acts of God (herein after referred to as eventualities) then, provided notice of the happening of any such eventuality is given by the tenderer to the TANGEDCO within 15 days from the date of occurrence thereof, neither party shall, by reasons of such eventuality, be entitled to terminate this contract nor shall have any claim for damages against the other in respect of such non-performance or delay in performance and deliveries under this contract, shall be resumed as soon as practicable after such eventuality has come to an end or ceased to exist.

- 12.2 Failure or delay in the supplier's source of supply due to force majeure causes mentioned above shall be considered, provided the supplier produces documentary evidence to show that there were no other alternative source of supply available to him or if available the lead time required was likely to be longer than the duration of the force majeure at the normal source of supply.
- 12.3 Provided that if the performance in whole or part by the supplier on any obligation under this contract is prevented or delayed by reasons of any eventuality for a period exceeding 60 days, the TANGEDCO may at its option terminate the contract by a notice in writing.
- 12.4 The Power cut shall not be considered under force majeure condition. The period of extension shall be decided only by the authority who placed the order, after verifying the evidence for the cause of delay.

13.0 JURISDICTION FOR LEGAL PROCEEDINGS:

No suit or any proceedings in regard to any matter arising in any respect under this contract shall be instituted in any court, save in the appropriate civil court of Chennai or the Court of Small Causes at Chennai. It is agreed that no other court shall have jurisdiction to entertain any suit or proceedings, even though, part of the cause of action might arise within their jurisdiction. In case, any part of cause of action might arise within the jurisdiction of any of the courts in Tamil Nadu and rest within the jurisdiction of courts outside Tamil Nadu, then it is agreed to between parties that such suits or proceedings shall be instituted in court within Tamil Nadu and no other court outside Tamil Nadu shall have jurisdiction, even though any part of the cause of action might arise within the jurisdiction of such courts. An UNDERTAKING in this regard should be furnished on receipt of Purchase Order in a non judicial stamp paper value of Rs. 80/- agreeing to be above conditions.

14.0 NON-ASSIGNMENT:

The supplier shall not assign or transfer the contract or any part thereof without the prior approval of the purchaser.

15.0 EFFECTING RECOVERIES:

Any loss, arising due to non-fulfilment of this contract or any other contract, will be recovered from the Security Deposit held and or any other amount due to the supplier from the TANGEDCO/TANGEDCO/TNEB from this Contract as well as from other contracts.

16.0 RECOVERIES OF DUES :

The TANGEDCO is empowered:

- (a) To recover any dues against this contract in any bills/Security Deposit/Earnest Money Deposit due to the suppliers either in this contract or any other contracts with TANTRANSCO/TANGEDCO/TNEB Ltd.
- (b) To recover any dues against any other contract of the suppliers with TANTRANSCO/TANGEDCO/TNEB Ltd., with the available amount due to the suppliers against this contract.

17.0 PATENT RIGHTS ETC:

The supplier shall indemnify the purchaser against all claims, actions, suits and proceedings for the infringement or alleged infringement of any patent, design or

copy right protected either in the country of origin or in India by the use of any equipment supplied by the supplier other than for the purpose indicated by or reasonably to be inferred from the specification.

18.0 ARBITRATION ACT NOT TO APPLY :

The TANGEDCO will not accept any arbitration in case of disputes arising in any respect under this contract. Any dispute arising out of this contract shall not be subject to arbitration under the provisions of Arbitration and Conciliation Act 1996 in the event of any dispute between the parties.

19.0 ELECTRICITY RULES :

All works shall be carried out in accordance with the latest provisions of the Indian Electricity Act and the rules there under unless modified by this specification.

20.0 Mobile Number Portability (MNP):

It may noted that TANGEDCO allotted the services depending on the signal strength of the particular Service provider in a particular TANGEDCO Region/Service Locations. However, TANGEDCO is at its own right to change the service provider by availing Mobile Number Portability (MNP) without assigning any reason if the services are found not satisfactory. For MNP it is requested to assist for the same early.

21.0 TECHNICAL SPECIFICATION :

The Technical Specification for the materials covered by this purchase order should be as per the specification enclosed vide Annexure and shall conform to the technical Specification P&C 1010.

22.0 INCOME TAX PAN No.

The tenderer shall furnish their Income Tax (PAN) permanent assessment number with documentary evidence.

23.0 TIN AND GSTIN NUMBERS.

The tenderer shall furnish their TIN and GSTIN Nos. with documentary Evidence.

24.0 GENERAL :

All technical and commercial terms and conditions as per the tender specification No.P&C.1010 to be complied with.

Sd/-16.08.2019
Superintending Engineer,
Design/P&C/Chennai.

Annexure-II - Allotment of SIM cards

Sl.No	Name of the Region/Circle	Qty (in Nos)
1	Chief Engineer/Distribution/Chennai Region/ South	1948
2	Chief Engineer/Distribution/Chennai Region/ North	554
3	Chief Engineer/Distribution/Erode	4706
4	Chief Engineer/Distribution/Villupuram	3986
5	Chief Engineer/Distribution/Trichy	4670
6	Chief Engineer/Distribution/Vellore	2672
7	Chief Engineer/Distribution/Coimbatore	1527
8	Chief Engineer/Distribution/Tirunelveli	2539
9	Chief Engineer/Distribution/Madurai	1105
10	Chief Engineer/Mechanical/Coal/Chennai	24
11	Chief Engineer/Protection & Communication/Chennai	180
12	Chief Engineer/Industrial Co-Ordination,R&D/Chennai	27
13	Chief Engineer/Mettur Thermal Power Station-I/Mettur	352
14	Chief Engineer/Ennore Thermal Power Station /Ennore/ Chennai	14
15	Chief Engineer/Tuticorin Thermal Power Station / Tuticorin	182
14	Superintending Engineer/Non-Conventional Energy Source/Tirunelveli	46
15	Superintending Engineer/O&M/Thirumakottai Gas Turbine Power Station	27
16	Superintending Engineer/Generation/Tirunelveli	70
TOTAL		24,629

Sd/-16.08.2019
Superintending Engineer,
Design/P&C/Chennai.