### By Reg. Post Ack. Due

**TRANSMISSION CORPORATION OF ANDHRA PRADESH LIMITED**

From To Chief Engineer, M/s. Blue wave IT Solutions India Pvt Ltd.,

EA,O,RE & IT, #1-8-229/6/1, Flat No.201,2nd Floor,

Room no 207, ‘B’ Block Hari Om Building, Opp.Heritage fresh,

APTRANSCO,Vidyut Soudha, Sindhi Colony, PG Road,

Hyderabad-82. Secunderabad -500003

##### P.O.No. RT- 189 /CE/,EA,Opn,RAPDRP&IT/DE/IT-2/ADE-7/F.Cyberoam/IT-14 /13, dt: 12 .12.2013

Dear Sir,

Sub: APTRANSCO – Cyberoam CR - 300i renewal for 1 year support from

20-11-2013 at A.P.Transco, Vidyut Soudha, Hyderabad - Purchase Order –

Issued - Reg.

Ref:1. Offer of M/s. Blue wave IT Solutions India Pvt Ltd., Secunderabad.

2. Lr.No.CE/RAPDRP,EA,Opn&IT/DE/IT-2/ADE-7/ F.Cyberoam/D.No.474/13,

Dt.12.11.2013.

3. Lr. Dt.06.12.2013 of M/s. Blue wave IT Solutions India Pvt Ltd., Secunderabad

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I, acting for and on behalf of TRANSMISSION CORPORATION OF ANDHRA

PRADESH LTD., (herein after called the "APTRANSCO" or "the purchaser") accept your quotation cited under ref (1) for providing Cyberoam CR - 300i renewal for 1 year support at A.P.Transco, Vidyut Soudha, Hyderabad as detailed under clause (2) below subject to terms and conditions set out in this order.

**1. SCOPE OF CONTRACT:-** This contract relates to the “Schedule of materials & prices” subject to the terms and conditions set out in this order as detailed under clause (2)  below and covers providing Cyberoam CR - 300i renewal for 1 year support at A.P.Transco, Vidyut Soudha, Hyderabad, as detailed in this purchase order.

**2**.  **SCHEDULE OF MATERIALS AND PRICES:**

|  |  |  |  |
| --- | --- | --- | --- |
| S.No. | Description | Qty. | Amount |
| 1 | Providing support for Cyberoam CR - 300i for 1 year from 20-11-2013 at A.P.Transco, Vidyut Soudha, Hyderabad. (Product Code : 05-TVSP-RNL-0300-01 ) | 1 | Rs.65,000.00 (Rupees Sixty Five Thousand only) |
| The above prices are exclusive of taxes | | | |

**3. Prices:**

1. The prices noted under “Schedule of Materials & Prices” are firm in Rupees F.O.R destination basis and exclusive of taxes as follows 12.36% Service Tax and 5% Cumulative VAT i.e. 12.36% on 65,000 + 5% on total. **However these taxes are to be paid against the tax paid receipt.** These prices are inclusive of Freight, and Insurance and other taxes and duties, if applicable.
2. The price noted under “Schedule of Materials & Prices” in Clause No. 2 i.e. providing support for One Year is applicable from 20-11-2013. Support includes configuration of all features supported in Cyberoam CR300i from time to time.

**4**. **Insurance**: It will be responsibility of the supplier for safe delivery of material in good condition at destination site / stores and purchaser will not pay separately for transit insurance clause.

**5. Taxes and Duties:**

APTRANSCO is not liable to pay any other sort of Taxes and Duties except that are mentioned in the Clause no.3 and it is your responsibility to bear them completely if there are any. APTRANSCO assumes full powers to recover the statutory taxes and duties, if any levied at a later date either in full or part from the securities provided by you against this order.

**Service Tax**

The Service Tax will be reimbursed by APTransco to the service provider after meeting the following conditions:

1. The service provider shall submit registration certificate issued by Service Tax Department.
2. The service provider shall submit Documentary evidence of having turnover of above Rs.10Lakhs/Annum (applicable service tax exemption limit or as specified by Government from time to time.)
3. The service provider shall submit documentary evidence of payment of service tax to the Government.

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**6. DELIVERY:**

It is noted that the support key for one year is already delivered and the support is being extended with effect from 20.11.2013.

**7. PERFORMANCE SECURITY:**

7.1 It is noted that the supplier has agreed for deduction of 10% of the total contract value for proper fulfillment of the contract towards performance security which will include the warranty period, and completion of performance obligations including warranty obligations. Accordingly the performance security would be deducted from the bill. The performance security will cover 60 days beyond the date of completion of performance obligations including warranty obligations.

7.2 In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected / replaced material will be extended to a further period of 12 months and the Performance Bank Guarantee for proportionate value will be extended 60 days over and above the extended warranty period. The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier’s failure to fulfill its obligations under the Contract.

**8. TERMS OF PAYMENT:-**

8.1 100% payment will be arranged by the Accounts officer / CPR/ APTransco/

Vidyutsoudha , subject to the submission of the Contractor’s Detailed

Invoice in triplicate.

8.2 If the supplier has received any overpayments by mistake or if any amounts are

due to the APTRANSCO due to any other reason, when it is not possible to

recover such amounts under this purchase order, the APTRANSCO reserves

the right to collect the same from any other amount and / or Bank Guarantees

given by the company due to or with the APTRANSCO.

8.3 When the supplier does not at any time, fulfill his obligations in replacing/

rectifying etc. of the damaged / defective materials in part or whole, promptly to

the satisfaction of the APTRANSCO Officers, the APTRANSCO reserves the

right not to accept the bills against subsequent dispatches made by the supplier

and only the supplier will be responsible for any demurrages, wharfares or

damage occurring to the consignments so dispatched.

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**9. FORCE MAJEURE:**

The Supplier will not be liable for forfeiture of its performance security, penalty for late delivery, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this clause, “Force Majeure” means an event beyond the control of the supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the supplier will promptly notify the Purchaser in writing of such condition and the cause thereof. Unless or otherwise directed by the Purchaser in writing, the Supplier will continue to perform its obligations under the Contract as far as is reasonable in practice, and will seek all reasonable alternative means for performance not prevented by the Force Majeure event.

No price variance will be allowed during the period of force majeure.

**10. CORRESPONDANCE**:  Your acknowledgement to this order and all correspondence, general or technical in nature, dispatch and payment shall be addressed to the Chief Engineer/EA,RAPDRP,Opn&IT, Vidyut Soudha, Hyderabad-500082.

**11. COMPLETENESS OF CONTRACT:**

All minor accessories that are normally necessary for satisfactory and efficient operation of the equipment shall be supplied by you free of cost to the APTRANSCO, whether these are specifically mentioned or not in the specification, your tender schedules or in this Purchase Order and the equipment shall be complete in itself.

**12. SETTLEMENT OF DISPUTES:-**

The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any dis-agreement or dispute arising between them under or in connection with the contract. If, after thirty (30) days from the Commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to adjudication/arbitration in accordance with the “Indian Arbitration and Reconciliation Act 1996” or any statutory modification thereof.

**13. ACKNOWLEDGEMENT:-**Please acknowledge this order soon on its receipt by returning the extra copy of the order enclosed, duly signing it with date in token of acceptance.

Yours faithfully,

Sd/-

**Chief Engineer/ EA,Opn,RAPDRP&IT**

Acting for and on behalf of A.P.TRANSCO.

"WE ACCEPT THE TERMS AND CONDITIONS STIPULATED IN THIS PURCHASE ORDER"

Signature of the Contractor with seal

Copy to the:

The Executive Director/Finance/APTRANSCO/Vidyutsoudha/Hyderabad

The FA &CCA(TR)/APTRANSCO/Vidyutsoudha/Hyderbad

The Pay Officer/)/APTRANSCO/Vidyutsoudha/Hyderabad