

REF: WRTS-II/C&M/SD/0239/AIO_PCs /LOA-135

Date: 08.12.2022

To,
M/s Omikron Systems
205-206, Sakar, Opp. ABS Tower,
Old Padra Road, Vadodara,
Gujarat, 390007
Mobile +91 9328195253
bhaumik naik@omikronsystem.net

SUB: Letter of Award (LOA) for Supply & Installation of All in One PCs (non-touch) at Regional Headquarter of POWERGRID WR-II (HP ProOne 440 23.8 inch G9 AIO PC)

Dear Sir,

1.0 This has reference to the followings:

1.1 Our Enquiry Form mailed to you dated 22.11.2022.

1.2 Your Offer received in sealed envelope at RHQ C&M Department opened on 24.11.2022.

2.0 We are pleased to inform you that POWERGRID has accepted your above referred offer and pleased to place this award on you the Contract for **Supply & Installation of All in One PCs (non-touch) at Regional Headquarter of POWERGRID WR-II.**3.0 **CONTRACT PRICE:**

The total contract price for the subject Contract shall be **Rs. 2,56,404 /-** (Rupees Two Lakh Fifty six Thousand Four Hundred Four only) **Excluding GST.** The detailed breakup of the contract price, for the purpose of on account payment is mentioned in the Bill of Quantities (BOQ) enclosed with this Letter of Award. Detailed BOQ is enclosed at **Annexure-A.**

The price as per the BILL OF QUANTITY (BOQ) shall remain FIRM till completion of the contract, for the entire scope of work.

4.0 **PRICE VARIATION / ADJUSTMENT**

The prices of all the Goods & Services to be supplied under the contract shall remain firm during the currency of the contract and no price adjustment shall be applicable. Offer prices shall be in Indian Rupees only.

5.0 **SCOPE OF WORK:**

The Scope of work shall be as per Conditions Of Contract.

6.0 **COMPLETION SCHEDULE / PERIOD**

The entire project shall be completed within 07 Days from the date of Letter of Award.

In case of delay in supply beyond the delivery schedule specified above, POWERGRID shall recover liquidated damages

पश्चिम क्षेत्र पारेषण प्रणाली-II / Western Region Transmission System - II

क्षेत्रीय मुख्यालय : प्लॉट नं. 54, समा-सावली रोड, वडोदरा-390 024. (गुजरात)

Regional Head Quarter : Plot No. 54, Sama Savli Road, Vadodara-390 024. (Gujarat)

केन्द्रीय कार्यालय : "सौदामिनी" प्लॉट नं. 2, सेक्टर-29, गुरुग्राम-122001, (हरियाणा) दूरभाष : 0124-2571700-719

Corporate Office : "Saudamini", Plot No. 2, Sector-29, Gurugram-122001, (Haryana) Tel. : 0124-2571700-719

पंजीकृत कार्यालय : बी-9, कुतुब इंस्टीट्यूशनल एरिया, कटवारिया सराय, नई दिल्ली-110 016. दूरभाष : 011-26560112, 26560121, 26564812, सीआईएन : L40101DL1989GOI038121

Registered Office : B-9, Qutub Institutional Area. Katwaria Sarai, New Delhi-110 016. Tel. : 011-26560112, 26560121, 26564812, CIN : L40101DL1989GOI038121

Website : www.powergridindia.com

7.0 TERMS OF PAYMENT

100% payment to be released on successful Supply & Installation of AIO PC and on issue of certificate by Engineer-In-Charge. Payment shall be released to the Contractor within 30 days of submission of bill in proper form and duly verified by Engineer-In Charge. The bill is to be submitted to the

Engineer - In- Charge for verification & certification and payment shall be released by PPPFC, Bangalore.

Applicable GST shall be reimbursed to the contractor against valid GST registration certificate. GST as reimbursed by POWERGRID to the contractor against respective GST invoice/debit note should be deposited to the Govt. in time and a compliance of deposited and timely return filling shall be declared and submitted with next bill/ quarterly as applicable to the contractor for filling of GST return.

All the payments shall be made directly to contractor under the contract by POWERGRID through electronic payment mechanism (e-payment) for which necessary details along with PAN No. and GST No. shall be furnished by the party.

TDS as applicable under the Income tax Act, & other taxes/duties/cess/deductions as per applicable law applicable if any shall be deducted at source from the running bills. Any recovery as per contractual terms shall be made by POWERGRID from the bills of the Contractor. TDS deduction certificate shall be only after filing of TDS return in the due course and as per the Act applicable.

The GST TDS as applicable shall be deducted from each payment against GST invoices. The GST TDS so deducted will be reflected against the GST number in the GST portal by Page 3 of 6 filing GSTR-07 in due course.

Any recovery as per contractual terms shall be made by POWERGRID from the bills of the Contractor

8.0 ENGINEER CUM OFFICER-IN-CHARGE

The Engineer-in-charge for this package shall be

**DGM (IT/ULDC),
POWERGRID
Regional Headquarter WR 2,
Plot No 54 Sama Savli Road
Vadodara-390008**

**Sh.Mayank Shukla,
Email: mayank@powergrid.in
Mob: 9873918461**

9.0 ARBITRATION :

Detailed Arbitration Clause shall be as per Clause 17.0 of Condition of Contract

10.0 CORRESPONDANCE

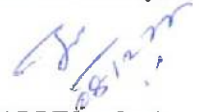
All correspondence on Technical, Financial and other matters shall be addressed to Engineer-in-Charge.

All correspondence on post award Contractual matters shall be addressed to Engineer-in-charge with a copy to Sr.General Manager (C&M), POWERGRID, WR-2/RHQ, Vadodara.

- 11.0 This LOA is being issued to you in duplicate. We request you to return the duplicate copy of this LOA duly signed and stamped on each page within 10 (Ten) days from the date of this LOA as a token of your unequivocal acknowledgement of the same.
- 12.0 We thank you for the interest shown by you in this project so far and look forward to receive your continued co-operation.

Thanking you,

Yours faithfully,

A handwritten signature in blue ink, appearing to be 'AM Bhuskat', with a date '28/12/22' written below it.

(AM Bhuskat)
Sr. General Manager(C&M)

LOA Bill of Quantity For Supply and Installation of All in One PCs (non-touch) at POWERGRID, RHQ-Vadodara

Sl. No.	Description	Unit	Qty	Rate of GST	Unit price excl of GST	Total Price exclusive of GST	Total GST
					All Prices in INR		
1	Supply and installation of All in One (non touch) PCs at POWERGRID, RHQ-Vadodara	EA	4	18.00%	64,101.00	256,404.00	46,152.72
					Total Offer Price	256,404.00	46,152.72
					Total price (Incl. GST)	302,556.72	

Signature *Signature*

CONDITIONS OF CONTRACT

Sl. No	Clause	Description
1.0	Scope of work	The scope of work under the contract includes following – a. Supply and installation of All on One PCs (non-touch) at POWERGRID, RHQ-Vadodara as per Technical Specification
2.0	Technical Specification	Minimum Specification: Intel Core i5-10500, 3.1GHZ, 6 core or AMD Ryzen 5 3600, 3.6GHZ, 6 core equivalents; RAM-8GB or higher; SSD-512GB or higher; Display- 23” or higher; Operating System- Windows 11 Professional; Built in FHD webcam, Microphone and 2x2W integrated stereo speakers; Warranty- 03 Years On site.
3.0	Quantity Variation	During the execution of the contract, POWERGRID reserves the right to increase or decrease the quantities of the items under the contract but without any change in the base unit price identified in the contract, and other terms & conditions. However, the total variation shall be limited to $\pm 25\%$ of the contract price
4.0	Prices	The prices of all the Goods & Services to be supplied under the contract shall remain firm during the currency of the contract and no price adjustment shall be applicable . Offer prices shall be in Indian Rupees only.
5.0	Validity of Offer	The offer submitted by the Contractor/Contractor shall remain valid for a minimum period of 06 months from the date of submission of offer.
6.0	Offer Price	Contractor/Bidder shall give a breakdown of the prices in the manner and detail called for in the Price Schedules. a) Supply inclusive F&I, loading and unloading b) Total GST on Supply of goods shall be indicated in
7.0	Terms & Procedures of Payment	1. The bills are required to be submitted in softcopy to the concerned Engineer-in-charge for verification, certification, and forwarding to Engineer-in-charge . The payment will be released by POWERGRID Payment Processing and Facilitation Center (PPFFC) Bangalore against payment advice issued by the Engineer-in-Charge . 2. Payment towards Taxes and Duties Taxes and duties applicable as per Indian Tax laws, concerning Supply & Installation Services in respect of transaction between the Employer and the Contractor, shall be reimbursed by the Employer as follows: (a) In case of Ex-works supply of goods, GST shall be reimbursed along with progressive payment on dispatch. (b) In case of Installation GST shall be reimbursed along with Progressive payment on completion of Installation activity. All GST payment shall be against GST invoices/debit notes raised by the Contractor

Sl. No	Clause	Description
		<p>as specified under the GST Act and related Rules, Notifications, etc as notified by the Government in this regard. In the event that the Contractor fails to provide the invoice/debit note in the form and manner prescribed under the GST Act and Rules, the Employer shall not be liable to make any payment against such invoice/debit note. Payment towards taxes & duties shall be released by the Employer directly to the Contractor</p> <p>The GST TDS as applicable shall be deducted from each payment against GST invoices. The GST TDS so deducted will be reflected against the GST number in the GST portal by filing GSTR-07 in due course.</p> <p>3. Method of Payment</p> <p>100% payments shall be done within thirty (30) days of submission of an invoice/claim by the Contractor, complete in all respects and supported by the requisite documents and fulfillment of stipulated conditions, if any. All the payment shall be released to the Contractor directly.</p> <p>All payments to be made directly to the Contractor shall be made by the Employer through electronic payment mechanism (e-payment) for which necessary details shall be tied up during execution of the Contract. However, a request for payment to be released through cheque shall be considered on case to case basis and merit of the same</p> <p>3.1 Bill Tracking System</p> <p>Prior to submission of bills in physical form, the Contractor shall submit its bills using POWERGRID's Vendor Bill Tracking System as per procedure detailed herein below. Further, the Contractor may track the status of its bills using POWERGRID's 'On-line Vendor Bill Tracking System'. To use this system the Contractor is required to get itself registered once online at POWERGRID's ERP Portal with the link URL (https://vendor.powergrid.in). Once registered, the Contractor may track status of bills submitted, passed and paid by POWERGRID's Corporate Centre and Regional Office under this Contract and other Contracts awarded on it by POWERGRID by following the method detailed herein below:</p> <ol style="list-style-type: none"> Once registered, the Contractor can log-in to POWERGRID's Vendor Bill Tracking System (BTS) with Vendor Log-In ID and Password. After login as at (a) above, Contractor is required to make the entry on POWERGRID's ERP portal under the tab "Submit new Invoice" and shall fill all details along with the MSE status. Upon submission, a 16 digit unique BTS number will be generated and the Contractor will receive an automated email forwarding the unique BTS number. The option to attach the soft copies of the documents has been enabled in BTS at https://vendor.powergrid.in. The attachment can be done after creation of BTS ID. <p>The SOP for this process can be viewed after login to the Bill Tracking</p>

BS

Sl. No	Clause	Description
		<p>System portal with the following path.</p> <p>https://vendor.powergrid.in/ → → <i>INVOICE SUBMITTED</i> TAB → → <i>Invoice Attachments</i> → → <i>SOP for uploading Documents</i></p> <p>d) After attachment of the soft copies of the bills , please send the original hard copy documents to the respective Site Engineer.</p> <p>Alternately,</p> <p>The hard copy of the bills along with all enclosures can also be submitted directly to the following address after submission of soft copies of the bills to site engineer after creation of BTS ID</p> <p>Send all the original hard copy documents in an envelope marked with following</p> <p>POWERGRID Payment Processing and Facilitation Center (PPFPC), Central Receipt section, Power Grid Corporation of India Ltd. Near RTO Driving Test Track, Singnayakanahalli Yelahanka – Dodaballapur Road, Yelahanka Hobli Bengaluru - 560064 (Karnataka) BTS ID: _____</p> <p>(Enter correct BTS ID to ensure original bills are not misplaced. POWERGRID shall not be responsible if bills are misplaced due to incorrect BTS ID)</p> <p>b) The day the payment is made, a mail stating the “Bill number, net payment amount and details of the bank from where the payment has been made” will be sent to the Contractor.</p> <p>c) The status of Bill submitted by the Contractor can be checked through the BTS number under tab “Invoice submitted”.</p>
8.0	Delivery Schedule	<p>The entire project shall be completed within 07 Days from the date of Letter of Award</p> <p>In case of delay in supply beyond the delivery schedule specified above, POWERGRID shall recover liquidated damages</p>
9.0	Liquidated Damages	<p>If the supplier fails to comply with delivery schedule specified in clause 8 above, for the whole of goods, (or a part for which separate time schedule is agreed then the supplier shall pay to the Purchaser as sum equivalent to 0.05% (zero point zero five percent) plus GST payable thereon of the Contract Price of undelivered goods or services as liquidated damage for such default and not as penalty , without prejudice to Purchasers other remedies under the contract , for each day of delay until actual delivery or performance subject to the limit of 10% (Ten percent) plus GST payable thereon of the total contract price.</p>

13/1

Sl. No	Clause	Description
		<p>Any delay due to force majeure shall be considered for condonation upon examination by POWERGRID on merit. The decision of POWERGRID in such case shall be final and binding on the successful bidder.</p> <p>The Employer may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies due or to become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works, or from any other of his obligations and liabilities under the Contract.</p>
10.0	Defect Liability Period	Defect Liability Period: The defect liability cum warranty period shall be Three (03) years from the date of supply of PCs
11.0	Performance Security	<ol style="list-style-type: none"> 1. The Contractor/Contractor shall, within twenty-eight (28) days of the notification of award, provide a performance security for the due performance of the Contract in the amount equivalent to Three percent (3%) of the Contract Price, with a validity up to ninety (90) days beyond the Defect Liability Period. The same shall be extended by the Contractor time to time till ninety (90) days beyond the actual Defect Liability Period, as may be required under the Contract. 2. If the Contractor delays submission of the performance security(ies) vis-à-vis the period specified above, then without prejudice to any other rights or remedies available with the Employer, following shall also be applicable: <ol style="list-style-type: none"> a) The Defect Liability Period pursuant to Clause 12.0 above for the Facilities or any relevant part thereof covered under the said performance security shall stand extended and the Contractor shall accordingly extend the validity of the Contract Performance Security to be furnished as per 12.0 a)Alternatively, if the Contractor fails to extend the validity of the performance security an amount @ prevailing SBI Card Rate applicable for Inland Bank Guarantee +2% per annum on the performance security amount corresponding to the Facilities or any relevant part thereof covered under the said performance security, for the period of delay shall be paid by the Contractor to the Employer. The Employer may, without prejudice to any other method of recovery, deduct the amount worked out as above from any monies due or to become due to the Contractor under the Contract. a) The period of delay for the above purpose shall be the time elapsed between the due date for submission of performance security as per the Contract and the date of performance security. b) In case the Contractor/Contractor fails to submit the performance security within 90 days of the Notification of Award, the Employer/Owner, without prejudice to any other rights or remedies may terminate the Contract . <p>The above extension of Defect Liability Period or deduction shall</p>

131

Sl. No	Clause	Description								
		not relieve the Contractor/Contractor from any of his obligations and liabilities under the Contract.								
12.0	Issuing Banks for Performance Security	<p>The contractor has to submit Contract Performance Guarantee (CPG) as a guarantee towards the faithful performance of the Contract in accordance with the terms and conditions specified in these documents and specifications.</p> <p>The successful Contractor has to submit Contract Performance Guarantee (CPG) as a guarantee towards the faithful performance of the Contract in the form of Bank Guarantee equal to three percent (3%) of the Contract Price from</p> <p>by a Public Sector Bank located in India, or</p> <p>by a Scheduled Indian Bank having paid up capital (net of any accumulated losses) of Rs 1,000 Million or above (the latest annual report of the Bank should support compliance of capital adequacy ratio requirement) or</p> <p>by a foreign bank or a subsidiary of a foreign bank, acceptable to the Employer / Employer* , with overall international corporate rating or rating of long term debt not less than A-(A minus) or equivalent by a reputed rating Contractor.</p> <p>Further, the Bank Guarantee should be confirmed by either (i) its corresponding bank located in India; or (ii) a Public Sector Bank located in India; or (iii) a scheduled Commercial Private Bank located in India, in favour of the POWERGRID, within 30 days from the date of Notification of Award/ Letter of Award. The Bank Guarantee shall be valid up to ninety (90) days after the end of completion of Defect Liability Period.</p> <p>Alternately</p> <p>Contract Performance Security for the subject package can be submitted online using POWERGRID online payment utility. Link is : https://epay.powergrid.in/ As a Contractor -Select Payment Category as Performance Security WR-II</p> <table><tr><th>Payment Category</th><th>Performance Security</th></tr><tr><td>Sub-category</td><td>Performance Security Payment-WR2</td></tr><tr><td>Name of Depositor</td><td>Name of the Contractor</td></tr><tr><td>Vendor Code, if applicable</td><td>POWERGRID vendor code of the Contractor if existing</td></tr></table>	Payment Category	Performance Security	Sub-category	Performance Security Payment-WR2	Name of Depositor	Name of the Contractor	Vendor Code, if applicable	POWERGRID vendor code of the Contractor if existing
Payment Category	Performance Security									
Sub-category	Performance Security Payment-WR2									
Name of Depositor	Name of the Contractor									
Vendor Code, if applicable	POWERGRID vendor code of the Contractor if existing									

281

Sl. No	Clause	Description	
		Payment Remarks	Performance Security for
		CPG shall be returned to the Contractor on successful completion of the works under the Contract after ninety (90) days after the end of completion of Defect Liability Period.	
13.0	Consignees Addresses	<p>Delivery Destination: The materials shall be consigned to following destinations to the addresses of following officer in charge/consignee</p> <p>Power Grid Corporation of India Limited Plot No 54, Sama Savli Road, Besides Riya Revati Resort, New Sama, Vadodara Pin – 390008, Gujarat</p>	
14.0	Engineer-In-Charge	<p>The entire scope of the contract shall be carried out as per the instructions of the Engineer-in-charge mentioned below or his</p> <p>Shri Mayank Dhar Shukla DGM(IT) RHQ Vadodara POWERGRID shall be Engineer-In-Charge Email: mayank@powergrid.in Mob: 9873918461</p> <p>Engineer-in-charge may authorize any of his officers as his representative for the execution of the subject work.</p>	
15.0	Demurrage, Wharfage etc.	<p>Demurrage, Wharf age etc. Any demurrage, wharfage, or other expenses incurred by the Employer after the equipment reaches at destination due to delayed furnishing of despatch documents or any other reason attributed to seller shall be to the sellers account.</p>	
16.0	Force Majeure	<p>Contractor shall not be considered in default if delay in delivery occurs due to cause beyond his control such as act of god, natural calamities, civil wars, strikes, fire, floods, riots and act of usurped power. Only these causes that have duration of more than 7 calendar days shall be considered cause of force majeure. Notification to this effect duly certified by the local chamber of commerce/ statutory authority shall be given by the seller to the Employer. In the event of delay due to such causes, the delivery schedule will be extended.</p>	
17.0	Arbitration & settlements of Dispute	<p>All the differences or disputes arising out of this Contract shall be settled as per the provisions of Arbitration and Conciliation Act 1996, as amended from time to time. The Courts of Vadodara shall have the exclusive jurisdiction in the matter.</p> <p>The sole Arbitrator shall be chosen from a panel of empanelled Arbitrators maintained by POWERGRID. The same shall comprise of retired Judges and retired Senior executives of PSUs other than POWERGRID. Further, the choice of sole Arbitrator shall be governed by the amount of claim in the following manner:</p>	

25/

Sl. No	Clause	Description
		<p>Sl No Claim amount Work Experience/ Qualifications</p> <p>1 < Rs. 10 Crore Sole arbitrator-Retired Senior Executives of PSUs other than POWERGRID/Retired Distt Judges/ High Court Judges.</p> <p>(a) In case of invocation of arbitration by POWERGRID, POWERGRID shall, within 30 days, send a list of names of 3 arbitrators from its list/database of Arbitrators and the Contractor shall within the period of further 30 days select any one person to act as "Sole Arbitrator", which will be confirmed by POWERGRID and matter will be referred to such appointed Arbitrator for further arbitration proceedings.</p> <p>(b) In case of invocation of arbitration by the Contractor, the Contractor shall request POWERGRID for its database of Arbitrators/ chose from the list of Arbitrators available on POWERGRID's website, and the Contractor shall, within 30 days, select any one Arbitrator from the above to act as "Sole Arbitrator", which will be confirmed by POWERGRID within 30 days and matter will be referred to such appointed Arbitrator for further arbitration proceedings.</p> <p>(c) If the parties fail to appoint sole arbitrator within sixty (60) days after receipt of a notice from the other party invoking Arbitration, the appointment of sole arbitrator shall be done by Courts as per the provisions of Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof.</p> <p>In case of Sole Arbitrator, the fees to be paid to the sole Arbitrator shall be as per the terms of empanelment in POWERGRID whereas in case of the three-member tribunal, the Arbitrator's fees shall be as agreed upon by the Arbitrators in line with the Arbitration & Conciliation Act. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings shall be borne by each party itself.</p> <p>The decision of the sole arbitrator/ the majority of the arbitrators, as the case may be, shall be final and binding upon the parties. In the event of any of the sole arbitrator/ any of the aforesaid arbitrators dying, neglecting, resigning or being unable to act for any reason, it will be lawful for the parties to nominate another sole arbitrator/ another arbitrator in place of the outgoing arbitrator.</p>
18.0	Cancellation Of Contract In Full Or Part	<p>If the Contractor/Contractor</p> <p>a) At any time make defaults in proceeding with the work/supply with due diligence and continues to do so after a notice in writing of 7 days from the Engineer-in-Charge or</p> <p>b) Commits default in complying with any of the terms & conditions and does not remedy it or take effective step to remedy it within 7 days after a notice in writing is given to him in that behalf by Engineer-in-Charge or</p> <p>c) Fails to complete the work or items of work/supply with individual dates of completion on or before the stipulated date(s) of completion, and does not comply them within the period specified in a notice given in writing, by the Engineer-in-charge or</p> <p>d) Shall obtain a contract with the corporation as a result of forming a cartel of ring Tendering or other non-bonafide methods of competitive tendering or</p> <p>The accepting authority may, without prejudice to any right to remedy which</p>

181

Sl. No	Clause	Description
		<p>shall have occurred or shall occur thereafter to the Corporation by written notice cancel the contract as a whole or only such items of work in default from the Contract.</p> <p>On cancellation of the Contract or on termination of the Contract, the Engineer-in-Charge shall have the power to carry out incomplete work by any means at the risk and cost of the contractor.</p> <p>The contractor shall not sublet any portion of the contract without the prior approval of the competent authority.</p>
19.0	Limitation of Liability	<p>a) Limitation of Liability: Except in cases of gross negligence or willful misconduct,</p> <p>(i) You/Contractor/Contractor and POWERGRID shall not be liable to the other party for any indirect or consequential loss or damages, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to POWERGRID and</p> <p>(ii) the aggregate liability of the Contractor/contractor to POWERGRID, whether under the contract, in tort or otherwise, shall not exceed the total Contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Contractor to indemnify POWERGRID with respect to patent infringement.</p>
20.0	Social Accountability	Contractor/Contractor shall confirm to stand committed to comply all requirements of Social Accountability Standards i.e., SA8000 (latest Standard available at www.sa-intl.org) and maintain the necessary records.
21.0	Statutory Requirement	All statutory requirements, interalia, including requisite insurance as per Govt. of India laws, bylaws etc. shall be complied by you during currency of Contract.

----- End of Condition of Contract -----

181