



टेलीकम्युनिकेशन्स कंसलटेंट्स इंडिया लिमिटेड
(भारत सरकार का उद्यम)
Telecommunications Consultants India Limited
(A Government of India Enterprise)



प्रभाग
DIVISION

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नई दिल्ली-110048

TCIL Bhawan, Greater Kailash-I,
New Delhi-110048

CIN : U74999DL1978GOI008911

TCIL/15/1877/I/19-MM/Banning/01

11.12.2024

PRIMASONIC SPECTRUM PVT. LTD

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SUBJECT: Banning of Business Dealings with M/s Primasonic Spectrum Pvt. Ltd.

References:

- 1) NTRO RFP No. NTRO/CPC/03/2019 dated 21.05.2019 for "Supply of Video System (Hardware & Software) for conference Hall Ayanagar, New Delhi, NTRO".
- 2) TCIL EOI No. TCIL/13/IT/CS&C/2019-07/AV dated 28.06.2019 for "Audio video System (Hardware & Software) for conference Hall Ayanagar, New Delhi, NTRO".
- 3) Undertaking dated 01.07.2019 for compliance to NTRO tender submitted by M/s Primasonic against the TCIL EOI dated 28.06.2019.
- 4) Undertaking dated Nil for acceptance of CAMC of 5 years after expiry of warranty submitted by M/s Primasonic against the TCIL EOI dated 28.06.2019
- 5) Pre-tender MOU dated 25.07.2019 signed between TCIL and M/s Primasonic.
- 6) TCIL LOI No. TCIL/15/1877/I/19-MM/043 LOI dated 29.01.2020
- 7) TCIL PO No. TCIL/15/1877/I/19-MM/1375/81P dated 28.02.2020
- 8) TCIL Letter No. TCIL/13/2021-22/S&TC/5 dated 27.03.2023 for faults detected at conference Hall of NTRO Ayanagar, New Delhi.
- 9) TCIL Letter No. TCIL/13/2021-22/S&TC/6 dated 18.04.2023 as Warning Letter.
- 10) TCIL LOI No. TCIL/15/1877/I/19-MM/07 LOI dated 24.06.2024
- 11) TCIL's e-mail dated 23.09.2024, 24.09.2024, 26.09.2024 regarding PBG Invocation Letter, non-submission of new PBG against CAMC LOI and extension of existing PBG No. 014421G20000007 dated 12.02.2020 against Procurement LOI for said Project.
- 12) E-mail dated 26.09.2024 from M/s Primasonic in regard to PBG invocation, submission & extension of PBG.
- 13) TCIL Letter No. TCIL/15/1877/I/19-MM/Show-Cause/01 dated 30-10-2024 for Show Cause Notice (Termination) to M/s Primasonic Spectrum Pvt. Ltd.
- 14) TCIL Letter No. TCIL/15/1877/I/19-MM/Show-Cause/02 dated 30-10-2024 for Show Cause Notice (Blacklisting) to M/s Primasonic Spectrum Pvt. Ltd.
- 15) M/s Primasonic's Letter No. PSPL:TCIL:NTRO/AN:CR-AV:121124:01 dated 12-11-2024 for reply of the TCIL's show cause notices dated 30-10-2024.

Dear Sir/Madam,

In reference to all the letters/e-mails/purchase order/LOIs/EOI/show cause notices/ M/s Primasonic's reply mentioned above, following may kindly be noted:-

1. Whereas M/s Primasonic Spectrum Pvt. Ltd. (PSPL) which is TCIL's back-end partner for the NTRO project for "Supply of Video System (Hardware & Software) for conference Hall Ayanagar, New Delhi, NTRO", didn't honor LOI issued for CAMC of 5 years for said project. PSPL have deliberately denied to submit the required performance security, though TCIL's contract with NTRO for CAMC is already in force and TCIL has submitted the requisite performance security against CAMC to NTRO.

Further, reference to Clause-2 and Clause-11 of TCIL PO dated 28.02.2020 & as per LOI dated 29.01.2020, it was clearly mentioned by TCIL that CAMC of 5 years is included in the scope of work under the NTRO Project. However, separate PO shall be issued for CAMC after completion of warranty period. However, PSPL, vide e-mail dated 26.09.2024, requested to release of their earlier performance security (PBG No. 014421G20000007 of Rs. 7,03,598/-) before proceeding for CAMC.

Since the performance security was not extended by PSPL, the performance security was invoked by TCIL as per prior information given to PSPL vide letter dated 26.09.2024. Reference Clause-4(d) of TCIL LOI dated 29.01.2020, the proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract

2. Whereas Clause-6 of MoU dated 25.07.2019 signed between TCIL and PSPL, and Clause-16 of the said TCIL PO dated 28.02.2020 state that - all technical, commercial and financial terms of the tender, other than pricing of items & termination, advance payments and risk purchase for the project will be on back-to-back basis between TCIL and PSPL.
3. Whereas, NTRO vide their Letter No. 397 dated 20.02.2023 mentioned that there was a delay of 93 weeks & 4 days in project delivery due to which liquidated damages amounting Rs. 26,50,088/- were imposed on TCIL. The LD was imposed on PSPL on back-to-back basis.

Further, during warranty period, rectification of faulty UPS and other critical & non-critical faults was not attended timely by PSPL, due to which the warranty got extended for 18 weeks. The client (NTRO) issued Letter No. 620 dated 23.03.2023 to TCIL, and consequently TCIL issued warning letter dated 18.04.2023 & warning letter dated 03.07.2023 to PSPL for earliest resolution of the faults failing which necessary action can be taken against them. However, some faults were reported again by NTRO vide Letter No. 466 dated 01.03.2024 and their resolution also took a lot of time.

4. Whereas, in their response Letter dated 12.11.2024, PSPL have claimed that the issue of phased-out technology was brought to the notice of the client NTRO on several occasions after receipt of work, but was not formalized due to the client's limitations to amend the tender after award of the same.

This claim of PSPL cannot be accepted at this juncture of project execution. If the technology support of 7 years CAMC period was not available for the items quoted by PSPL at the time of bidding, PSPL could have quoted some other item/technology compliant to the tender terms. Since

PSPL's offer to TCIL was found compliant to TCIL's EOI terms and subsequent TCIL's offer to NTRO (which was based on PSPL offer) was adjudged compliant by client to their tender terms.

5. Whereas, in their response Letter dated 12.11.2024, PSPL has claimed completion of warranties including DLP period as the final part of TCIL's PO, but as per Clause-2 and Clause-11 of TCIL's PO CAMC of 5 years is included in the scope of work and it was clearly mentioned in TCIL's LOI dated 29.01.2020 that separate PO shall be issued for CAMC after completion of warranty period. M/s PSPL should have taken back-to-back service agreement with OEM if formal purchase order had been awarded to them right at the beginning of the project.

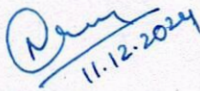
Further, PSPL has provided compliance for 5 years CAMC after expiry of warranty period, based on which they were selected as a back-end partner to TCIL for the project.

6. Whereas, in their response Letter dated 12.11.2024, PSPL has claimed that the hardships and practical complications faced by them have not been considered but it may be noted that the reliefs as directed by Govt. of India for the Covid-19 period were extended to PSPL as extended by the client to TCIL including the reduced PBG of 3%.

In view of above, TCIL is forced to give PSPL final opportunity to take up the work as per TCIL PO & LOI for completion of the project and take up CAMC, in interest of the project and all stakeholders. TCIL, for the time being, is not exercising the other options available e.g. termination of the contract and getting the remaining project completed at the risk & cost of PSPL. However, TCIL shall not hesitate to take such an action if there is no immediate improvement in performance of PSPL to complete the project.

However, in view of the delay tactics employed by PSPL and incorrect statements made about the project scope, M/s Primasonic Spectrum Pvt. Ltd. is hereby blacklisted for participation in the future/new works/tenders/EOIs/RFQs etc. issued by TCIL for a period of 2 years from the date of issue of this letter. All the ongoing works shall have no impact of this blacklisting.

For Telecommunications Consultants India Limited,



11.12.2024

Norang Lal Beniwal
Vice President (SCM)