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TRANSMISSION CORPORATION OF TELANGANA LIMITED

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From

Chief Engineer, Metro Zone, TSTRANSCO, Erragadda, HYDERABAD – 500 045 Fax. No: 040-23836703 To

M/s. ABB India Limited, Maneja Works, Maneja, Vadodara – 390 013, Gujarat, India,

P.O.No.06/2015-16/CE/MZ/Hyd/ADE (O&M)/AE (P)/D.No.646/15, Date: 06-06-2015.

Sirs,

Sub: - TSTRANSCO - Metro Zone - Hyd - Procurement of overhauling kits for pole column & pneumatic drive unit for 132KV SF6 circuit breaker connected to 160 MVA PTR LV-3, Type ELF SF 2-1 (r) at 220KV SS Gachibowli and 132KV SF6 circuit breaker type ELF SF 2-1 (r) connected to pashamailaram feeder at 132 KV SS R.C.Puram in Metro Zone, TSTRANSCO - Detailed Purchase order - Issued.

Ref: - 1) Quotations of M/s. ABB India Ltd, vide Ref: PPHVS ZSH 117, Dt.09-03-15 2) E-mails of M/s. ABB India Limited, Dt. 22-05-2015.

I acting for and on behalf of and by the order and direction of the TSTRANSCO accept your quotation cited for "Procurement of overhauling kits for pole column & pneumatic drive unit for 132KV SF6 circuit breaker connected to 160 MVA PTR LV-3, Type ELF SF 2-1 (r) at 220KV SS Gachibowli and 132KV SF6 circuit breaker type ELF SF 2-1 (r) connected to Pashamailaram feeder at 132KV SS R.C.Puram" in Metro Zone, TSTRANSCO as per the terms and conditions set out in this order.

1. SCOPE OF CONTRACT:

This contract relates to the "Procurement of overhauling kits for pole column & pneumatic drive unit for 132KV SF6 circuit breaker connected to 160 MVA PTR LV-3, Type ELF SF 2-1 (r) at 220KV SS Gachibowli and 132KV SF6 circuit breaker type ELF SF 2-1 (r) connected to pashamailaram feeder at 132KV SS R.C.Puram" in Metro Zone, TSTRANSCO in Metro Zone, TSTRANSCO as per the terms and conditions set out in this order.

2. SCHEDULE OF MATERIAL AND PRICES:

S1. No	Description of Material	Qty/ UOM	Unit Price (Ex- works Vadodara) Rs Ps	Amount Rs Ps
	Overhauling kit for 3 pole column of	2 Kit	72,280.00	1,44,560.00
1)	1455KV Circuit breaker (ABB Make,			
	Type: ELF SF 2-1 (r) & ELF SF 1-1 (r)			
	* Kit code:PTHV-G00001-R3			
2)	Overhauling kit for pneumatic drive *	2 kit	75,500.00	1,51,000.00
	Kit Code: PTHV-G00002-R1			
3)	Overhauling kit per E.T.U. * Kit Code:	2 kit	5,720.00	11,440.00
	PTHV-G00003-R1			
	(a) Sub-Total Rs			3,07,000.00
(b) Add Excise duty @12.5% on (a) Rs.			38,375.00	
	(c) Add CST@2% against 'C' form on (a+b) Rs.			6,907.50
Total Rs.			3,52,282.50	
	OR Say Rs			
(Rupees Three Lakhs Fifty Two Thousand Two Hundred and Eighty Three Only)				

* The details of materials spares covered are shown in annexure

3. PRICES:

The Prices noted in schedule of materials are net, firm in rupees on FOR destination (TLC store, Erragadda, Hyderabad) basis. The value of purchase order is for **Rs. 3,52,283/**-(Rupees Three Lakhs Fifty Two Thousand Two Hundred and Eighty Three Only) and is inclusive of ED@12.5%, CST @ 2% against form 'C', The rate of CST & ED are as applicable as per the prevailing rate at the time of dispatch of the material. The Freight & Insurance charges are in the scope of M/s ABB India Limited. The form 'C' will be issued after receipt of the material at TLC, Stores, Erragadda.

4. TERMS OF PAYMENT:

100% payment along with Taxes and Duties shall be made in advance with all the applicable taxes and duties against proforma invoice. However, the cheque will be handed over against deliver of the material. The readiness of the cheque/DD will be informed to you. Payment will be given only after receipt of material in good condition at TLC stores, Erragadda. No interest will be payable in case the payment is delayed for whatever reasons. You are requested to arrange to submit the proforma invoice in triplicate to Superintending Engineer/OMC/Metro/Hyderabad in advance for processing.

5. DELIVERY:

Delivery shall be completed within 3 months ex-works from the date of receipt of technically and Commercially clear Purchase Order.

6. DESPATCH INSTRUCTIONS:

You are requested to dispatch the material to TLC stores, Erragadda, Hyderabad. Consigned to Assistant Executive Engineer/TLC Stores/Erragadda/Hyderabad.

7. PAYING OFFICER:

The Paying Officer is Superintending Engineer/OMC/Metro/TSTRANSCO/ Hyderabad.

8 LOSS OR DAMAGE:

External damages or shortages that are prima-facie the result of rough handling in transit or due to defective packing will be intimated to you within a fortnight of receipt of materials. Internal defects, damages or shortage of any internal parts, which cannot ordinarily be detected on a superficial visual examination due to bad handling in transit or defective packing or other reasons, would be intimated within two months from the date of receipt. In either case the defective or damaged equipment should be replaced and the shortages made good by you free of cost to the TSTRANSCO.

9. LIMITATION OF LIABILITIES AND EXCLUSION OF CONSEQUENTIAL LOSSES

Whether arising in contract, tort (including negligence whether active or passive), warranty, strict liability or otherwise, the liability of the supplier, its agents, employees, subcontractors and suppliers with respect to any and all claims arising out of the performance or nonperformance of obligations under the contract, whether arising in contract, tort (including negligence whether active or passive, warranty, strict liability or otherwise, shall not exceed in the aggregate the payment received and shall in no event include damages for loss of profit, loss of revenues, loss of power, loss of use, costs of capital, downtime costs, delays and claims of customers of purchaser or costs of replacement of power or loss of anticipated savings, increased costs of operation or for any special, indirect or consequential damage, loss of any nature whatsoever whether arising in contract, tort (including negligence whether active or passive), warranty, strict liability or otherwise. No such claim shall be asserted against the supplier, its agents, employees, subcontractors or suppliers, unless the injury, loss or damage giving rise to the claim is sustained prior to the expiration of the period of warranty specified in the contract and no suit or action thereon shall be instituted.

This LIMITATION OF LIABILITY Article shall prevail over any conflicting or inconsistent provisions contained in any of the documents comprising the contract, except to the extent such conflicting or inconsistent provisions further restrict the supplier's liability.

10. MATERIAL AND WORKMANSHIP:

All the materials shall be of the best class and shall be capable of satisfactory operation in the tropics and other service conditions without distortion or deterioration of the appropriate Indian, British or America Standard. The workmanship shall be of the highest grade and the entire construction in accordance with the best modern practice.

11. JURISDICTION:

All and any disputes or differences arising out of or touching this order based on this Specification shall be decided by a panel of arbitrators.

	VALUE OF CLAIM	PANEL OF ARBITRATORS
i)	Disputes involving amounts upto Rs.10,000/- and below.	Superintending Engineer of the TSTRANSCO the circle to which the disputes relates.
ii)	Disputes involving amounts from Rs.10,000/- to Rs.50,000/-	Any Chief Engineer of the TSTRANSCO.

iii) There shall be any reference of disputes, the value of which is above Rs.50,000/- to arbitration. The parties shall approach the competent civil courts in Hyderabad and Secunderabad having jurisdiction if any such dispute arise.

12. GENERAL:-

- a. Your acknowledgement of this order and all the correspondence of general or technical nature shall be addressed to the Chief Engineer/ MZ/Erragadda/GTS Colony/Opp: CTI/ Hyderabad-45.
- b. All correspondence regarding, payments and any other field matters shall be addressed to the Executive Engineer/TLC/Stores/Erragadda/Hyderabad. Copies of such correspondences shall be marked to the Chief Engineer/TSTRANSCO/Metro Zone / Erragadda/Opp: CTI/GTS Colony/ Hyderabad-45 and Superintending Engineer/ O&M/ 400KV/Metro/Hyderabad.

13. ACKNOWLEDGEMENT:

Please acknowledge the receipt of this order with your confirmation of its acceptance by you. The additional copy enclosed may please be returned with your signature in token of your acceptance.

Encl: Copy of Purchase Order in duplicate.

Yours faithfully,

Sd/-CHIEF ENGINEER, METRO ZONE/ HYDERABAD

WE ACCEPT THE TERMS AND CONDITIONS OF THIS ORDER

Signature of the Supplier with Seal and Date

Copy to:

The Chief Engineer/Transmission/Vidvut Soudha/Hyderabad.

The Superintending Engineer/ O&M/Ranga Reddy.*

The Superintending Engineer/OMC/Metro/Hyderabad.**

The Divisional Engineer/O&M/Moula-Ali.

The Executive Engineer/TLC/Stores/Erragadda/Hyderabad.

The Assistant Executive Engineer/TLC/Stores/Erragadda/Hyderabad.

The Accounts Officer, O/o SE/ OMC/Metro/Hyderabad. **

- * Receipt of material may be informed to this office.
- ** Requested to arrange payment to the company against proforma invoice.

Copy to,

- M/s.ABB India Limited, Splendid Towers, 5th floor, D.No. 1-8-437, 438, 364 & 445, Opp. Begumpet Police Station, Huda Road, Hyderabad 500 016. Fax.No. 040-27906648.
- C. Jayaraj, Manager Services, Power Products High Voltage, ABB Indi a Limited, ist floor, "Prestige Palladium Bayan", (Opp. BSNL Teleshopee), No.129-140, Greams Road, Chennai -600 006, Tamilnadu, India. Ph: 044 2829 1550/51, Fax: 044- 2829 1554. Cell: 9790994032, E-mail- c.jayaraj@in.abb.com