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**In duplicate**



**TRANSMISSION CORPORATION OF TELANGANA LIMITED**

Website: [www.tstransco.in](http://www.tstransco.in) GST No. 36AAFCT0166J1Z9 CIN No. U40102TG2014SGC094248

From  
Chief Engineer/P&MM,  
TSTRansco, Vidyut Soudha,  
Hyderabad- 500 082  
Phone – 040-23396000 Extn:3670

To  
M/s.Apar Industries Ltd.,  
Apar house corporate Park,  
Sion Trombay Road, Chembur,  
Mumbai-400071.

SAP PO.No.4500003081 /Web PO No.688/CE(P&MM)/SE (P&MM)/DE-23/TSPMM23-04/2021/D.No.113/21, dt.04-02-2022.

Sirs,

Sub:Tender Specification No.TSPMM23-04/2021-Supply of 169 kL new Transformer Oil – Extension Purchase Order – Issued – Reg.

Ref: (1) Tender Specification No.TSPMM23-04/2021

(2) SAP PO.No.4500003061/Web PO No.637/CE(P&MM)/SE(P&MM)/DE-23/TSPMM23-04/2021/ D.No.68/21, dt.13-10-2021.

-X-X-X-X-X-X-X-

I, acting for and on behalf of and by the order and direction of Transmission Corporation of Telangana Limited (hereinafter called the 'TSTRansco'), place an extension Order, for supply of 169 kL of new Transformer Oil, as per the provision of the clause (2.5) of the Purchase Order, SAP P.O No. 4500003061 / 637 - PMM /2021, Dt: 13-10-2021 with the same Prices and Terms & Conditions set out in the Original Purchase Order under reference (2) cited.

1) SCOPE OF CONTRACT:

The contract relates to the supply of 169 kL new Transformer Oil and covers design, manufacture, testing before dispatch and delivery F.O.R. destination stores/site as detailed in this Order.

2) SCHEDULE OF MATERIALS AND PRICES:

(a)

*All Financial Figures are in Rs.*

Sl. No.	Description	M/s.Apar Industries Ltd., Mumbai HSN Code:27101985
1	Ex-works	78300
2	Freight	4000
3	Insurance	0
4	Packing & Forwarding	0
5	Unit cost (excl. of GST)	82300
6	GST @18%	14814
7	Unit FADS Price (incl. of GST)	97114
8	Quantity in kL	169
9	Total FADS cost (incl. of GST)	1,64,12,266.00
(Rupees One Crore Sixty Four Lakh Twelve Thousand Two Hundred and Sixty Six only)		

- (b) The total prices indicated above are inclusive of Freight, Insurance, Packing & Forwarding charges and inclusive of GST @18%.
- (c) It is supplier's responsibility to arrange for insurance, transportation and delivery including unloading of the materials at destination Stores / Site Stores.
- (d) Any variation up or down in statutory levy or new levies introduced after tender calling date under this order will be to the account of TSTransco provided that in cases where delivery schedule is not adhered to by the supplier and there are upward variation / revision after the agreed delivered date, the supplier will bear the impact of such levies and if there is downward variation / revision, the TSTransco will be given credit to that extent.
- (e) The dispatch of the equipment is by road only. The transit insurance shall include storage cover for 45 days at destination stores.
- (f) The Price is inclusive of all incidental charges such as packing & forwarding, handling, unloading and other incidentals.
- (g) Documentary proof of Freight and insurance shall be furnished.
- (h) TCS @ 0.1% on sale amount is applicable, if company's aggregate sales consideration during the relevant financial year exceeds rupees Fifty Lakhs and total sales, gross receipts or total turnover including GST if any exceeds Rupees Ten Crores in the financial year immediately preceding the financial year of subject sales. The Payment of TCS shall be subjected to furnishing of necessary documents by the seller, which is to be verified by DDOs while processing the bills.

3) **DELIVERY SCHEDULE:** The delivery schedule for the total 169 kL new Transformer Oil is as follows.

Sl. No.	Quantity	To be delivered by	
1	125 kL	03-04-2022	However, After approval of 3rd party test reports only Form-13 will be issued with the check measurement date as the date of receipt of material at destination stores/site and then oil will be taken into stock and bills will be processed.
2	44 kL	03-05-2022	

However, it is requested to expedite the supplies, as the oil is urgently required.

4) **Price Variation:** The prices accepted above for supply of Transformer Oil are Variable as Per IEEMA formulae, with a ceiling of +50% and no ceiling on negative variation. The date of bid opening is 05.07.2021. The base indices will be as

prevailing on 01.06.2021. The applicable IEEMA PV formula is indicated in Annexure-II.

The supplier shall claim prices indicated in P.O. in regular bills. The price variation bills shall be paid separately after approval of relevant price variation claims and after deduction of recoveries/penalties if any against the supplies made.

5) DISPATCH INSTRUCTIONS: Material shall be consigned and dispatched as per dispatch instructions to be issued after inspection.

6) PERFORMANCE SECURITY:

6.1 The supplier shall furnish to the Purchaser, the performance security for an amount equal to 10% of the total contract value i.e., Rs. 16,41,230/- (Rupees Sixteen Lakhs Forty One Thousand Two Hundred and Thirty Only) for proper fulfillment of the contract, which will include the warranty period, and completion of performance obligations including warranty obligations. The performance security will cover 60 days beyond the date of completion of performance obligations including warranty obligations.

6.2 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.

6.3 The performance security will be .....

6.3.1. A bank guarantee issued by State Bank of India or its associate Banks/Nationalized banks, acceptable to the Purchaser, in the form provided in the bidding documents.

(OR)

6.3.2. A banker's Cheque or crossed DD or Pay Order payable at the Head quarter of the Purchaser in favour of Pay officer/TS Transco drawn on any scheduled bank and payable at Hyderabad.

1) TERMS OF PAYMENT: 100% payment will be arranged within 45 days reckoned from the check measurement date in Form-13 i.e. (After approval of 3rd party test reports only Form-13 will be issued with the check measurement date as the date of receipt of material at destination stores/site and then oil will be taken into stock) at the destination/stores, subject to the submission of following documents duly

transferring the said amount to the Bank Account of the supplier by the purchaser Bank.

- a) Contractor's detailed invoice (6 copies)
- b) Delivery Challan Acknowledged by the consignee
- c) Test certificate approval
- d) Copy of Insurance policy certificate
- e) Copy of Acceptance Letter of Performance Security issued by Purchaser
- f) Manufacturer's/ Supplier's warranty certificate.

**The suppliers Bank details are as follows.**

- i. Name of the Bank : Canara Bank
- ii. Name of the Branch : Industrial Finance Branch
- iii. Address : 7<sup>th</sup> Floor, Maker Chamber III,  
Nariman Poin Branch, Mumbai-400 021
- iv. Branch Code : 001903
- v. City : Mumbai-400 021
- vi. Account No. : 50371250000092
- vii. MICR No. : 400015102
- viii. IFSC Code : CNRB0001903
- ix. Income Tax PAN No. : AAACG1840M
- x. GST Reg. No. : 27 AAACG1840M1ZL
- xi. Date of GST Reg. : 28.06.2017.
- xii. Place of GST Reg. : Mumbai

The 100% payment mentioned above is subject to submission of performance security as per Clause (6) and approval by the purchaser. However payment in advance may be considered by TSTRANSCO after availing a rebate/discount @ 0.3% for week or part thereof for the advancement depending on the availability of funds.

The supplier should invariably submit test certificates and other documents that the purchaser specifies, before dispatch is made so that they can be checked and approved well before it is dispatched and due for payment.

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 TSTRANSCO Officers, the TSTRANSCO 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, wharfages or damage occurring to the consignments so dispatched.

- i) No interest will be payable in case the payment is delayed for whatever reason.

- ii) The Banker charges involved if any in establishing and operating the Cheque / Bills shall be to your account.
- iii) If the supplier has received any overpayments by mistake or if any amounts are due to the TSTRANSCO due to any other reason, when it is not possible to recover such amounts under this purchase order, the TSTRANSCO reserves the right to collect the same from any other amounts and/or Bank guarantees given by you due to or with the TSTRansco. The details of consignee, paying officer and other officers will be furnished along with dispatch instructions, while approving the Test Certificates.

**CURRENCY OF PAYMENT:**

All payments will be made in non-convertible Indian Rupees.

- 7) **PENALTY FOR DELAY IN SUPPLIES:** The time for and the dates for delivery mentioned in the contract will be deemed to be the essence of the contract. Subject to force majeure clause No.(9), if the supplier fails to deliver any or all of the Materials / equipment or fails to perform the Services within the period (s) specified in the Contract, the Purchaser will, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% per week on the undelivered portion subject to a maximum of 5% of the total value of the contract. Once the maximum is reached the Purchaser may consider termination of the contract.

The date of receipt of materials at destination stores in good condition will be taken as the date of delivery. Materials / Equipment which are not of acceptable quality or are not conforming to the specification would be deemed to be not delivered. For penalty, the number of days would be rounded off to the nearest week and penalty calculated accordingly.

The penalty specified above will be levied and would be adjusted against subsequent pending bills if required.

After approval of 3rd party test reports only Form-13 will be issued with the check measurement date as the date of receipt of material at destination stores/site and then oil will be taken into stock and bills will be processed.

8) **FORCE MAJEURE:**

- a) 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.
- b) 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 foreseen. 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 promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier will continue to perform its obligations under the Contract as far as is reasonably 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.**

9) **WARRANTY:**

The oil shall be guaranteed for satisfactory performance as per specification for a period of 18 months from the date of receipt of goods in the TS Transco stores in good condition i.e. from the date of issue of Form-13. During this period i.e supply of oil to stores and then oil taken into stock, if the oil is found defective it shall be replaced or repaired by you free of all costs to the TSTRANSCO within 30 days, which shall in no circumstances be more than the delivery period indicated in this order.

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 Security for proportionate value will be extended 60 days over and above the extended warranty period. To and fro freight charges shall however be to your account only.

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.

- 10) 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.

All other Terms and conditions remain the same as mentioned in Original Purchase Order under reference cited.

Encls: Annexure-I & II

Yours faithfully,

**Sd/-**  
Chief Engineer/P&MM  
Acting for and on behalf of T.S.TRANSCO.

"WE ACCEPT THE TERMS AND CONDITIONS STIPULATED IN THIS P.O."

Signature of the Contractor with seal

Copy submitted to:

Executive Director/Finance/TSTRANSCO/Vidyut Soudha/Hyderabad.

Copy to the:

The Chief Engineer/Transmission/TSTransco/Vidyut Soudha/Hyderabad.

The Chief Engineer/Zone/Metro/TSTransco/Hyderabad.

The Chief Engineer/Zone/Rural/TSTransco/Hyderabad.

The Chief Engineer/Zone/TSTransco/Warangal.

The Chief Engineer/Zone/TSTransco /Karimnagar.

The Superintending Engineer/OMC/Metro-Central/2<sup>nd</sup> Floor 132kV GISS NIMS/  
TSTransco/Erramangil/Punjagutta/Hyderabad.

The SAO/Pay & Accounts/TSTransco/Vidyut Soudha/Hyderabad.

The Divisional Engineer/Transmission & Stores/MC/TS Transco/Erragadda/GTS Colony/Hyderabad.

The SAO/ OMC/ Metro-Central/ TSTransco/ 2<sup>nd</sup> floor, 132KV NIMS GIS SS premises,  
TSTransco, Erramanjil, Punjagutta, Hyderabad-82.

The Assistant Divisional Engineer/Construction Stores/TSTransco/Erragadda/GTS  
Colony/Hyderabad.

Copy of this PO is available on <http://tgto.telanagana.gov.in/>

**ANNEXURE-I**

**GUARANTEED TECHNICAL PARTICULARS**

<b>(I) GTP of New Transformer Oil as per IS 335:2018 (Fifth revision)</b>			
<b>Sl. No.</b>	<b>Property</b>	<b>Test Method</b>	<b>Limits</b>
			<b>Type-I Transformer Oil</b>
(1)	(2)	(3)	(4)
<b>A Function</b>			
i)	Viscosity at 40°C	IS 1448 (Part 25)	12mm <sup>2</sup> /s, <i>Max</i>
ii)	Viscosity at 0°C <sup>1</sup>	IS 1448 (Part 25)	--
iii)	Viscosity at -30°C <sup>1</sup>	IS 1448 (Part 25)	1800mm <sup>2</sup> /s, <i>Max</i>
iv)	Viscosity at -40°C <sup>2</sup>	IS 16084	--
v)	Pour Point	IS 1448 (Part 10/Sec2)	-40°C, <i>Max</i> To be based on LCSET refer Table 1 <sup>1</sup>
vi)	Water content (PPM or mg/kg)	IEC 60814	30mg/kg <sup>3</sup> /40mg/kg <sup>4</sup> , <i>Max</i>
vii)	Breakdown voltage	IS 6792	30kV/70kV <sup>5</sup> , <i>Min</i>
viii)	Density at 20°C	IS 1448 (Part 16)	0.895g/ml, <i>Max</i>
ix)	DDF at 90°C (Max)	IS 6262	<0.002
x)	Particle content	IS 13236	--
<b>B Refining/stability</b>			
xi)	Appearance	Sample of oil shall be examined in a 100mm thick layer at 27°C.	Clear, free from sediment and suspended matter
xii)	Acidity	IEC 62021-1	0.01mg KOH/g, <i>Max</i>
xiii)	Interfacial tension at 27°C (Min)	IS 6104	>0.04N/M
xiv)	Total sulphur content	ISO 14596 or ASTM D4294 <sup>12</sup>	--
xv)	Corrosive sulphur	DIN 51353	Not corrosive
xvi)	Potentially corrosive sulphur	IS 16310	Not corrosive
xvii)	DBDS	IS 16497 (Part I)	Not detectable (<5mg/kg)
xviii)	Inhibitors according to IS 13631/IEC 60666	IS 13631	(U) Uninhibited oil: not detectable (<0.01%)
xix)	Metal passivator additives according to IS 13631/IEC 60666	IS 13631	Not detectable (<5mg/kg), or as agreed upon with the purchaser
xx)	Other additives	--	Shall not contain anti oxidant additives
xxi)	2-Furfural and related compounds content	IS 15668	Not detectable (<0.05mg/kg) for each individual compound



Sl. No.	Property	Test Method	Limits
			Type-I Transformer Oil
<b>C Performance</b>			
xxii)	Oxidation stability	IS 12422 Method C Test duration (U) Uninhibited Oil: 164h	
a)	• Total acidity <sup>9</sup>	1.9.4 of IS 12422	1.2mg KOH/g, <i>Max</i>
b)	• Sludge <sup>9</sup>	1.9.1 of IS 12422	0.8%, <i>Max</i>
c)	• DDF at 90°C <sup>9</sup>	1.9.6 of IS 12422	0.500 <sup>9</sup> <i>Max</i>
xxiii)	Gassing tendency	IEC 60628, Method A	--
xxiv)	ECT	See 6.14 of IS:335:2018	--
<b>D Health, Safety and Environment (HSE)</b>			
xxv)	Flash point	IS 1448 (Part 21)	135°C, <i>Min</i>
xxvi)	PCA content	IP 346	3%, <i>Max</i>
xxvii)	PCB content	IS 16082	Not detectable (<2 mg/kg)
<b>E Resistivity</b>			
	i. 27 Deg.C (min)	IEC60247	1500x10 <sup>12</sup> ohm cm
	ii. 90 Deg.C (min)		35x10 <sup>12</sup> ohm cm

**ANNEXURE-II**  
**PRICE VARIATION**

The variation in prices shall be regulating as per latest IEEMA PV formula IEEMA indicated Base Oil price in force.

**PRICE VARIATION FORMULA NOW IN FORCE**

“The price quoted/confirmed is based on the cost of raw materials / components as on the date of quotation and the same is deemed to be related to prices of TOBS and drum as specified in the price variation clause given below. In case of any variation in these prices, the price payable shall be subject to adjustment up or down, in accordance with the following formula:

$$P = P_o + 1.2 (TB-TBo) + 4.8(D-Do)$$

Wherein,

P = Price (in Rs./KLtr) payable as adjusted in accordance with the above formula.

P<sub>o</sub> = Price (in Rs./KLtr) quoted/confirmed for Transformer oil supplied in drums and conforming to IS 335/1993 and amended from time to time{present amendment is **IS 335:2018 (Fifth revision)**}.

TBo = CIF price of TOBS

This price is as applicable on first working day of the month, one month prior to the date of tendering.

Do=Price of drums.

This price is applicable on first working day of the month, one month prior to the date of tendering.

The above prices are as published by IEEMA vide circular reference number IEEMA (PVC) Tr-OIL prevailing as on first working day of the month i.e., one month prior to the date of tendering i.e., on 01.06.2021.

TB-CIF price of TOBS

This price is as applicable on first working day of the month, one month prior to the date of delivery,

D= price of drums

This price is as applicable on first working day of the month, one month prior to the date of delivery.

For example, if the date of delivery in terms of clause given below falls in October” 2019 the applicable prices for TOBS (TB) and drums (D) should be as published by IEEMA as prevailing on 1<sup>st</sup> September, 2019.

The “date of delivery” is the date on which the Transformer oil is notified as being ready for inspection/dispatch (in the absence of such notification the date of manufacturer’s dispatch note is to be considered as the date of delivery) or the contractual delivery date (including any agreed extension thereto), whichever is earlier”.

If date of delivery as defined in PV formula is beyond the contractual delivery date, the scheduled delivery date or notified date of inspection or the actual delivery date whichever is advantageous to the Purchaser will form basis for calculation of price variation.

- Note:
1. The details of the indigenous / imported base crude from which the transformer oil is derived along with documentary evidence for the base price quoted in the tender shall be mentioned.
  2. The price variation formula for Transformer Oil manufactured from “**IMPORTED BASE CRUDE**” shall be quoted by the manufacturer with relevant supporting documents for consideration at the discretion of TS TRANSCO.
  3. The details of barrels base rate (having ISI mark) in which the transformer oil is to be supplied along with documentary evidence for the base price quoted in the tender shall be mentioned.
  4. The latest certificate of ISI mark of the product shall be submitted along with the tender.