



(Separate Copy)

ENERGY SAVED IS
ENERGY PRODUCED**TRANSMISSION CORPORATION OF TELANGANA LIMITED**

From
Chief Engineer,
Metro Zone, TSTRANSCO,
Erragadda,
HYDERABAD - 500 045
Ph.No: 040-23836703.

To
M/s. Legion Energy,
Plot No. 61,62 & 63,
Obadenechalli Industrial Area,
KIADB, Phase -III, Doddaballapura,
Bangalore-561203,
Cell No. : 9741966700,
Email: sales@legionenergy.com.

**SAP PO.No.4200000955/2020-21/CE/Metro Zone/Hyd/DE(T)/ADE(O&M)/AE(P)/F.No. 20/
D.No.1496/2020, Date:26-09-2020**

Sir,

Sub:- TSTRANSCO - Metro Zone - Hyd - Procurement of Twin Moose 400KV O&M Line material viz. Arcing Horns & Corona Rings for DE/O&M/400KV Mamidipally of OMC/Metro East circle - Detailed Purchase order -Issued.

Ref:- 1) Tender Specification No.CE/Metro Zone/ Hyd/c-01/2020-21
2) Your email negotiation letter, Dt: 07.09.2020.

I acting for and on behalf of and by the order and direction of the TSTRANSCO accept your quotation cited (1) and (2) for supply of Twin Moose 400KV O&M Line material viz. Arcing Horns & Corona Rings for DE/O&M/400KV Mamidipally of OMC/Metro East circle as per the terms and conditions set out in this order.

1. SCOPE OF CONTRACT:

This contract relates to the Supply of Twin Moose 400KV O&M Line material viz. Arcing Horns & Corona Rings for DE/O&M/400KV Mamidipally of OMC/Metro East circle as per the terms and conditions set out in this order.

2. THE SCHEDULE OF MATERIAL AND PRICES: are as per annexure enclosed.**3. PRICES:**

The Prices quoted are net and firm and on FOR destination & inclusive of all taxes and duties. The value of the Purchase Order is **Rs. 6,74,997/-** (Rupees Six Lakhs Seventy Four Thousand Nine Hundred and Ninety Seven Only) inclusive of taxes. The Freight charges and GST @ 18% is adopted in the Annexure. The rate GST/other taxes are as applicable at the time of dispatch of materials.

Further, any introduction/changes in the Taxes and duties in GST rates shall be as applicable at the time of Dispatch; the same will be applicable as per extent rules prevailing at the time of dispatch.

4. TERMS OF PAYMENT:

- 100% payment inclusive of taxes & duties along with bid security paid will be made after 45 days from the date of receipt of goods in good condition by TSTRANSCO by cheque duly certified by the consignee or after approval of the test certificates whichever is later. No interest will be payable in case the payment is delayed for whatever reason.
- The 100% payment mentioned in clause (a) is subject to the condition that you have furnish in advance an approved Bank Guarantee to the extent of 10% of the contract price covering a period of 6 months over and above the period of performance guarantee against defective supplies etc.

(OR)

90% of payment plus bid security paid will be made within 45 days after supply of materials in good condition and balance 10% will be made after expiry of guarantee period.

5. DELIVERY:

Delivery shall be done within 3 months from approval of drawings. Drawings should be submitted within 2 weeks from date of issue of technically and commercially clear purchase order.

6. DESPATCH INSTRUCTIONS:

Materials shall be dispatched as per the dispatch instruction to be given to you only after approval of routine test certificates and bill of material from this office. The consignee is Assistant Executive Engineer/Stores/Erragadda/Hyderabad.

7. PAYING OFFICER:

The Paying Officer is Superintending Engineer/OMC/Metro-East/Hyderabad or Accounts Officer, O/o. Superintending Engineer/OMC/Metro-East/Hyderabad.

8. PENALTY FOR LATE DELIVERY:

The time for and the dates for delivery mentioned in the purchase order will be deemed to be the essence of the contract. Subject to force majeure, if the Supplier fails to deliver any or all of the Materials / equipment or 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.

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The date issue of Form-13 i.e., the date of receipt of materials at destination stores in 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, number of days would be rounded off to the nearest week and penalty calculated accordingly. penalty specified above will be levied and would be adjusted against subsequent pending bills.

9. INSPECTION

- (i) The supplier will keep the Purchaser informed in advance of the time of the starting and the progress of manufacture of equipment in its various stages so that arrangement could be made for inspection. The accredited representative of the TSTRANSCO will have access to the supplier's or his subcontractor's work at any time during working hours for the purpose of inspecting the materials during manufacturing of the materials / equipment and testing and may select test samples from the materials going into plant and equipment. The supplier will provide the facilities for testing such samples at any time including access to drawings and production data at no charge to Purchaser. As soon as the materials are ready the supplier will duly send intimation to TSTRANSCO immediately and carry out the tests in the presence of representative of the TSTRANSCO. Total inspection cost shall be at the supplier account only.
- (ii) The TSTRANSCO may at its option get the materials inspected by the third party if it feels necessary and all inspection charges in this connection will be borne by the supplier.
- (iii) The dispatches will be affected only if the test results comply with the specification. The dispatches will be made only after the inspection by the TSTRANSCO Officer is completed to the TSTRANSCO satisfaction or such inspection is waived by the competent authority.
- (iv) The acceptance of any quantity of materials will in no way relieve the supplier of its responsibility for meeting all the requirements of this specification and will not prevent subsequent rejection if such materials are later found to be defective.
- (v) The supplier will give 15 days advance intimation to enable the Purchaser depute his representative for witnessing the acceptance and routine tests.
- (vi) Should any inspected or tested materials / equipment fail to conform to the specification, the Purchaser may reject the materials and supplier will either replace the rejected materials or make alterations necessary to meet specifications requirements free of costs to the Purchaser.

10. INSURANCE:

The materials will be fully insured against loss or damage incidental to the manufacturer against transportation & delivery in the manner specified in the contract at the destination site i.e. TLC Stores, Erragadda, and Hyderabad before taking into stock.

The insurance will be in an amount equal to 100% FADS value of Materials / equipment on all risks basis. The policy will have a provision for extension to cover further storage if necessary at destination stores / site at TSTRANSCO cost. The insurance beneficiary shall be TSTRANSCO.

11. INTERCHANGEABILITY:

All similar materials and removable parts of similar equipment shall be interchangeable with each other.

12. RISK & PACKING:

The Supplier will provide such packing of the Materials / equipment as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing will be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights will take into consideration, where appropriate, the remoteness of the Materials / equipment final destination and the absence of heavy handling facilities at all points in transit.

13. RISK PURCHASE:

In case of supplier who has not adhered to the delivery & schedule, TSTRANSCO reserves the right to purchase the balance quantities from the open market/floating another tender and recover the extra expenditure this incurred from the supplier. This is in addition to the right of TSTRANSCO.

14. TEST CERTIFICATES:

Delivery of the Materials / equipment will be made by the Supplier in accordance with the terms specified in the contract. The latest test certificates containing the result of the tests as per the relevant ISS or other specification stipulated must be submitted to the Chief Engineer and got approved by him.

15. WARRANTY PERIOD:

- a. Warranty for a period of 18 months from the date of supply or 12 months from the date of commissioning, whichever is earlier. If during the period of guarantee any of the materials are found defective, the Supplier, within 30 days repair or replace the defective Materials / equipment or parts thereof, free of cost at the ultimate destination. The supplier will take over the replaced parts/Materials/equipment at the time of their replacement. No claim whatsoever will lie on the Purchaser for the replaced parts/Materials/equipment thereafter.
- b. In the event of any correction of defect or replacement of defective material during warranty period. The warranty for the corrected/replaced material will be extended to a further period of 12 months.
- c. If the Supplier, having been notified, fails to remedy the defect(s) within the above period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense duly deducting the expenditure from subsequent bills / bank guarantee and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

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16. **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.

17. **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 American Standard. The workmanship shall be of the highest grade and the entire construction in accordance with the best modern practice.

18. **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 even 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, epidemic, 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 otherwise directed by the purchaser in writing the supplier will continue to perform its obligations under the contract as far as is reasonable practice, and will seek all reasonable alternative means for performance not prevented but Force Majeure event.

19. **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 not 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.	

20. **GENERAL:-**

Your acknowledgement of receipt of this order and all correspondence General and Technical nature shall be addressed to this office.


All correspondence regarding dispatches, payments and any other field matters shall be addressed to Superintending Engineer/OMC/Metro-East/Hyderabad. Copies of correspondence shall also be marked to TRANSMISSION CORPORATION OF ANDHRA PRADESH LIMITED Chief Engineer/Metro Zone/Hyderabad & Divisional Engineer(Transmission & Stores)/ Metro Central/Hyderabad.

21. **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

Yours faithfully,


**CHIEF ENGINEER,
METRO ZONE/ HYDERABAD**

WE ACCEPT THE TERMS AND CONDITIONS OF THIS ORDER

Signature of the
Supplier with Seal and Date

Copy communicated to:

The Chief Engineer/Transmission/Vidyut Soudha/Hyderabad.

Copy to:

The Superintending Engineer/OMC/Metro-East/Hyderabad.
The Divisional Engineer/O&M/400KV Mamidipally
The Divisional Engineer/Transmission & Stores/Erragadda/Hyderabad.
The Accounts Officer, O/o Superintending Engineer/OMC/Metro-East/Hyderabad.

Name of the work: Procurement of Twin Moose 400KV O&M Line material viz. Arcing Horns & Corona Rings for DE/O&M 400KV Mammidipally of GVM Metro Circle

Schedule of Material Quantities and Prices for PO No. 4200000955
(All Financial Figures in Rs.)

ERP PO Item No.	Sched. No.	Material Code	Material Description	HSN Code	PO Qty.	PO Unit	Base Rate /Unit	Freight /Unit	GST Rate (%)	IGST (Rs)	FADS Price /Unit	Total Amount Excl GST	Total Amount Incl GST (Rs)
1		3000001186	CORONA RING FOR TWIN MOOSE SUSPENSION HARDWARE WITHOUT L-BEND	85389000	40	NO	1,645.00	65.80	18	307.94	2,018.74	68,432.00	80,738.76
2		3000001190	CORONA RING FOR TWIN MOOSE SUSPENSION HARDWARE WITH GIL-BEND	85389000	140	NO	1,936.00	77.44	18	362.42	2,375.86	281,881.60	332,620.26
3		3000002832	CORONA RING FOR TWIN MOOSE FOR CUT POINT	85389000	30	NO	2,673.00	106.92	18	500.39	3,280.31	83,297.60	98,409.17
4		3000002833	ARCING HORN FOR TWIN MOOSE FOR SUSPENSION	85389000	250	NO	474.00	18.96	18	88.73	581.69	127,240.00	145,473.20
5		3000002835	ARCING HORN FOR TWIN MOOSE FOR CUT POINT	85389000	50	NO	290.00	11.60	18	54.29	355.89	15,080.00	17,760.40
Total												572,031.20	674,996.82

Amount in Words: Six Lakh Seventy Four Thousand Nine Hundred Ninety Six Rupees Eighty Two Paise

Handwritten Signature
Chief Engineer (Elec.)
Metro Zone TS TRANSCO
ETS Colony, Erragadda, Hyd-45