-BY REGD. POST WITH ACK. DUE IN DUPLICATE-



TRANSMISSION CORPORATION OF TELANGANA LIMITED VIDYUTSOUDHA::HYDERABAD-500082.Off: PABX:040 -23396000

Website:Transco.telangana.gov.in CIN No:U40102TG2014SGC094248

From:

The Chief Engineer/Transmission TSTRANSCO, Vidyut Soudha, Hyderabad - 500 082 Fax No.040-23393453 To:

M/s. Vijay Power Systems Plot. No. 5-246/5,hpc Road,Moosapet, Hyderabad-500 018.

P.O.No.4800004016/CE(Tr)/SE(Tr)/DE(SS)/ADE1/F.Puttaphd 31.5MVA/MC-10/D.No.123/20, Dt: .06.2020.

Sir,

Sub:- TSTRANSCO – Transmission - Repair of 1 No. of 31.5 MVA PTR Make:CGL,

Sl.No.T-8720, YOM:1999 failed at 132/33KV Puttampahad SS, Metro-West

OMC Circle On Rate Contract basis- Detailed Purchase Order - Issued.

Ref:- 1) Specification No.TST-01/2017.

2) Lr.No.CE(Tr)/SE(Tr)/DE(SS)/ADE1/RC:16-17/D.No.113/17/ Dt:28.02.17.

3) Lr.No.CE(Tr)/SE(Tr)/DE(SS)/ADE1/F. Repair RC 2017/D.No.630/18,

Dt:30.07.18.

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- 1. I, acting for and on behalf of and by the order and direction of the Transmission Corporation of Telangana Limited (hereinafter called the 'TSTRANSCO') hereby accept the rates offered by M/s.Vijay Power Systems, Hyderabad (here in after called the Company or the Repairer or the Contractor) as per the Rate Contract letter (3rd cited) for repair of 1No. of 31.5MVA, 31.5 MVA PTR Make:CGL, Sl.No.T-8720, YOM :1999 failed at 132/33KV Puttampahad SS, Metro-West OMC circle, with the Terms and Conditions, as stipulated in this Purchase order.
- **SCOPE OF MATERIALS, WORKS & PRICES**: This contract relates to repair of 1No. of 31.5 MVA PTR Make:CGL, Sl.No.T-8720, YOM :1999 failed at 132/33KV Puttampahad SS, Metro-West OMC circle for an amount of Rs. 3363407.98 in Gross and Rs.30,96,972.70 in Net (inclusive of taxes) after taking the credits for retaining the scrap by the repairer for Rs.266435.28

3. SCHEDULE OF MATERIAL, WORKS, TRANSPORTATION & CREDITS:

Continued....2

Schedule of Service Quantities and Prices for PO No. 4800004016 (All Financial Figures in Rs.)

ERPPO Itm/Sb Itm No.	Service Code	Service Description	HSN Code	~ .	PO Unit	Rate/ Unit	Total Base Value	GST Rate (%)	(CGST+SG ST)(Rs)	Corpus Fund (Rs.)	Total Tax Portion	Total Amount (Rs.)
2		est for repairs failed 31.5mva cglptr										
2/1		For repair of ptrs: removal of active parts from tank, cleaning all healthy parts including coils, lamination, tank, tap changer including sleeves and reassembly of core and winding with old healthy and re-wound coils and other new parts in lieu of damaged one including brazing, soldering, sleeving and insulating etc. As required. Oven drying of assembled core and winding, reassembly of transformer by tanking the dried core and winding assembly, fixing of all oil valves, fitting of accessories, making ofterminal connections to external bushings, including routine tests on ptr as per is:2026 - up to and including 31. 5mvaptr	29	1.000	LS	511,200.00	511,200.00	18	92,016.00		92,016.00	603,216.00
2/2		Filteration of new oil including laying of l. T. Cable from ac supply point to filter connecting pipes etc, from filter to transformer and back to filter and vice-versa. 220 & 132kv(Filteration of new oil and filling)		17.138	KL	2,675.00	45,844.15	18	8,251.94		8,251.94	54,096.09
2/3		Overhauling of radiators including removal of bends of radiators fins, brazing to arrest leakagesup to and including >31. 5<=50mva ptr(Labour charges for overhauling of radiators including removal of bends of radiator fins brazing to arrest leakages)	29	14.000	EA	1,780.00	24,920.00	18	4,485.60		4,485.60	29,405.60
2/4		Overhauling of radiators by providing new drain plugs and new teflon washersup to and including 31. 5mva ptr	9954 29	14.000	EA	1,180.00	16,520.00	18	2,973.60		2,973.60	19,493.60
2/5		Repair/overhaul of stuck radiator butterfly valvesup to and including 31. 5mva ptr(Repair /overhaul of stuck radiator butterfly valves)	9954 29	32.000	EA	597.00	19,104.00	18	3,438.72		3,438.72	22,542.72
2/6		Winding hycoils with new winding wire and new insulation-up to and including 31. 5mva ptr(Labour charges for winding coils with new winding wire and new insulation fotr,y,b phases of tap winding)		1,110.000	KG	115.00	127,650.00	18	22,977.00		22,977.00	150,627.00
2/7		Winding lv coils with new winding wire and new insulation -up to and including 31. 5mva ptr(Labour charges for winding coils with old winding wire and new insulation of r,y,b phases of hv and hv windings)		6,510.000	KG	115.00	748,650.00	18	134,757.00		134,757.00	883,407.00
2/8	0050	Overhauling of existing oltc, including drive mechanism complete along with replacement of damaged partsup to and including 31. 5mva ptr(Labour charges for overhauling of existing oltc, including drive mechanism along with replacement of damaged parts)	29	1.000	SET	34,475.00	34,475.00	18	6,205.50		6,205.50	40,680.50
2/9		Overhauling of existing oltc, including drive mechanism complete along with replacement of damaged partsup to and including 31. 5mva ptr(Modification of top cover of ptr to retrofit the tstransco allotted oltc)	29	1.000	SET	60,000.00	60,000.00					60,000.00

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ERPPO Itm/Sb Itm No.	Service Code	Service Description	HSN Code	~ .	PO Unit	Rate/ Unit	Total Base Value	GST Rate (%)	(CGST+SG ST)(Rs)	Corpus Fund (Rs.)	Total Tax Portion	Total Amount(Rs.)
2/10	0054	Overhauling of old cooling fans and reconditioning of fan blades, outside casing etc. For proper functioning without rewindingup to and including 31. 5mva ptr(Overhauling of old cooling fans and reconditioning of fan blades , outside casing etc. For proper functioning without rewinding)		7.000	EA	2,950.00	20,650.00	18	3,717.00		3,717.00	24,367.00
2/11	SWR20 251	Overhauling of oltc complete;ssr:swr20251	9954 29	1.000	EA	0.10	0.10	18	0.02		0.02	0.12
2/12	SSE000 0045	Winding tap (winding ctcconductor) coils with new winding wire and new insulation -up to and including 31. 5mva ptr(Supply of new copper winding wire)		1,110.000	KG	466.80	518,148.00	18	93,266.64		93,266.64	611,414.64
2/13	SWR20 453	Ptr-oltc oil surge relay;ssr:swr20453(Supply of osr)	9954 29	1.000	EA	9,594.16	9,594.16	18	1,726.94		1,726.94	11,321.10
2/14		Supply of breather 220 & 132kv 5kgs(Supply of breather with silicagel for main tank)	9954 29	1.000	EA	4,285.33	4,285.33	18	771.36		771.36	5,056.69
2/15		Supply and fixing of magnetic oil gauge (mog) for main conservator tank	9954 29	1.000	EA	3,618.73	3,618.73	18	651.38		651.38	4,270.11
2/16	PTRSL : B-6	Supply of cooling fans 220 & 132kv	9954 29	1.000	NO	8,570.67	8,570.67	18	1,542.72		1,542.72	10,113.39
2/17		Complete spray of transformer tank externally with 2 coats of enamel paint (with material) and painting of transformer tank internally with oil resistant paint with 2 coats (with material) -up to and including 31. 5mva ptr		1.000	LS	31,559.27	31,559.27	18	5,680.66		5,680.66	37,239.93
2/18	SSE000 0071	Providing / changing of all gaskets -up to and including 31. 5mva ptr	9954 29	1.000	LS	25,231.40	25,231.40	18	4,541.66		4,541.66	29,773.06
2/19	0072	Providing new insulation for leads (phase and neutral) tap leads, interwindingconnectionsandintercoilconnectionsupto andincluding 31.5mvaptr(Providingnewinsulationforleads(phaseandneutral)tap leads, interwinding connections and intercoil connections)	9954 29	1.000	LS	36,819.15	36,819.15	18	6,627.44		6,627.44	43,446.59
2/20		Providing new insulation for the existing tap leadsup to and including 31. 5mva ptr	9954 29	45.000	EA	792.10	35,644.50	18	6,416.02		6,416.02	42,060.52
2/21		Providing hv static rings including new insulationup to and including 31. 5mva ptr	9954 29	1.000	EA	4,846.03	4,846.03	18	872.28		872.28	5,718.31

ERPPO Itm/Sb Itm No.	No.	Service Code	-		PO Qty.	PO Unit	Rate/ Unit	Total Base Value	GST Rate (%)	(CGST+SG ST)(Rs)	Corpus Fund (Rs.)	Total Tax Portion	Total Amount (Rs.)
2/22			Providing lv static rings including new insulationup to and including 31. 5mva ptr	9954 29	1.000	EA	4,805.98	4,805.98	18	865.08		865.08	5,671.06
2/23		SSE000 Transportation of ptr main tank without oil excluding transit insurance weighing above 30 mt and upto 70 mt through hydraulic trailer-up to and including 31. 5mva ptr(Tansportation of ptr main tank on hydraulik trailer from puttampahadss to m/s vijaya power systems , hyderabad and from vijaya power systems to allotted site)		19	2.000	KM	262,500.00	525,000.00	18	94,500.00		94,500.0	619,500.00
2/24		SSE000 0100	SE000 Transportation of accessories thorugh lorries excluding transit insurance.		1.000	KM	16,184.00	16,184.00	18	2,913.12		2,913.12	19,097.12
2/25			Transportation of full oil barrels from source sub-station / stores to sub-station 220 & 132kv(Transportation of accessories through lorries to and fro excluding transit insurance)		2.000	KM	5,250.00	10,500.00	18	1,890.00		1,890.00	12,390.00
2/26		PTRSL : B-4	Supply of breather 220 & 132kv(Supply of breather with silicagel for oltc)	9954 29	1.000	EA	3,563.55	3,563.55	18	641.44		641.44	4,204.99
2/27		PTRSL : B-9	Supply of bucholtz relay 220 & 132kv	9954 29	1.000	NO	3,809.18	3,809.18	18	685.66		685.66	4,494.84
2/28			Transit insurance for transportation of ptr(Transit insurance of transporting of 31. 5mva ptr from puttapahadss to m/s vijaya power systems ,hyderabad and from vijaya power systems to allotted site)	1	2.000	RS	4,900.00	9,800.00					9,800.00
Total 2,860,993.20 502,414.78 3,3										3,363,407.98			

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TRANSMISSION CORPORATION OF TELANGANA LIMITED VIDYUT SOUDHA, KHAIRATABAD, HYDERABAD-500082 Website: www.tstransco.in

RELEASE ORDER

From SE(OMC METRO) WEST Hyderabad 500063 To M/s VIJAY POWER SYSTEMS 5-246/5 HPC ROAD,MOOSAPET 500018 HYDERABAD State Code: 36 GSTIN Number: 36AACFV7151K1ZV Place of Supply: 36-Telangana

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SaleOrderNo.: 3001669 CustomerNo. : 100663

Sale Order Date: 21.05.2020

													7	TCS(IT)
Sl. No.	Materi al Code	Description	HSN Code	Qty.	UOM	Rate/Unit (Rs.)	Amount (Rs.)	Penalty (Rs.)	Taxable Value (Rs.)	GST Rate	CGST+SGST Amount (Rs.)	Total for TCS(IT) (Rs.)	Rate	Amc (R:
1	60000081	Winding scrap	74040019	943.5	KG	233.40	220,212.90	0.00	220,212.90	18%	39,638.32	259,851.22	1%	2,598.
2	60000082	Scrap OSR	72044900	1	KG	959.42	959.42	0.00	959.42	18%	172.70	1,132.12	1%	11.3
3	60000083	Scrap Maintank Breather	72044900	1	KG	428.53	428.53	0.00	428.53	18%	77.14	505.67	1%	5.0€
4	60000084	Scrap MOG	72044900	1	KG	361.87	361.87	0.00	361.87	18%	65.14	427.01	1%	4.27
5	60000085	Scrap Fan	72044900	1	KG	857.06	857.06	0.00	857.06	18%	154.28	1,011.34	1%	10.1
6	60000086	Scrap OLTC Breather	72044900	1	KG	356.35	356.35	0.00	356.35	18%	64.14	420.49	1%	4.20
7	60000087	Scrap Buchholz	72044900	1	KG	380.91	380.91	0.00	380.91	18%	68.56	449.47	1%	4.49
Total 223,557.04 263,797.32									2,637.96					
Total amount collected including TCS										266,435.28				

Amount in Words: Two Lakh Sixty Six Thousand Four Hundred Thirty Five Rupees Twenty Eight Paise

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Note: Devolution of Empty Transformer oil barrels shall be arranged by the concerned Superintending Engineer, to TLC Stores of TSTRANSCO departmentally or credit shall be given by the above repairer for retaining them as per the latest sale price of TLC Stores, Erragadda, Hyderabad. Other parts not shown as credits shall be devoluted to the TLC Stores of TSTRANSCO departmentally.

- **PRICES**: The above prices are firm and inclusive of packing and forwarding charges. The repairer shall not be eligible for any extra charges in respect of minor accessories even though they are not mentioned. All other parts, which are not shown at credits, are to be devoluted to TLC Stores. Loading & unloading of the PTR has to be attended by the repairer, at their work shop without any extra cost.
- **TAXES AND DUTIES**: The above prices are inclusive of:
- a. (i) GST @ 18%

b) <u>TAX RECOVERIES:</u>

- i) The GST (Goods and Service Tax) @ 18% shall be collected from the Repairer on the Release (Sale) Order No.3001669) towards removed parts retained by the repairer and the same may be intimated to the Executive Director/Finance, Vidyuth Soudha, TSTRANSCO, (against the GST No. 36AAFCT0166J1Z9) for remittance by Executive Director/Finance.
- ii) Labour Cess @ 1% on total amount of the Schedule-A(i.e Item Nos.1-11) &Schedule-C (i.e Item Nos. 17-28) shall be collected from the repairer
- iii) GST-TDS @ 2 % on the amount of work exclusive of GST shall be collected from the repairer and the same shall be remitted to the concerned Tax department.

6. FREIGHT AND INSURANCE:

- i) The above prices are inclusive of Freight and Insurance charges for transporting of the Power Transformer from site to the works (to & fro) of the repairer, for repairs.
- ii) The above Power Transformer including oil and all accessories are to be transported to the allotted Substation through Hydraulic trailer after repairs at a minimum cost of Rs.2,62,500.00 excluding return Transit insurance and Taxes.
- iii) The repair bills including the return transportation charges as per actuals with return Transit insurance & Taxes from works site to the allotted EHT Substation at approved rates shall be submitted to the Superintending Engineer/OMC/Metro-West for arranging payment. The concerned SE/OMC to whom the PTR allotted is authorized to finalize the return transportation mileage.
- iv) Arranging the insurance shall be responsibility of the repairer. The Insurance policy shall cover the period of repairs and storage for 60 days after repairs at site. The policy taken should contain a provision for extension to cover further storage and erection at TSTRANSCO's cost.

7. TERMS OF PAYMENT:

- i) 100% payment shall be paid within 45 days after receipt of the repaired Power Transformer in good condition duly certified by the consignee at allotted sub-station subject to **Clause 10i.e.PERFORMANCE GUARANTEE** of this purchase order.
- ii) Payments shall be made by the Cheque / by way of Electronic Fund Transfer / RTGS from TSTRANSCO funds.

Bank account details for payment through RTGS system:

Bank Account Name : Vijay Power Systems.

Name of the Bank : State Bank of India

Name of the Branch : Erragadda.

Branch Code : 013272

City : Hyderabad

Account No. : 62498428302

MICR No. : 500002155

IFSC No. : SBIN0013272

iii) The payment of the repair bill shall be admitted only on certifying the aspect of carrying out five stage inspections as per **Clause 11 i.e. STAGE INSPECTION** of the Purchase Order. The certificate shall be issued by the concerned SE/OMC, from where PTR shall be re-allotted after repairs by the company.

8. **GUARANTEE**:

- i) The Company shall give performance guarantee for the materials replaced/rectified by you for a total period of **36 months** of service from the date of commissioning of the repaired power transformer.
- ii) In case, the repaired PTR fails **within 36 months** of guarantee period mentioned in clause (i) above, the repaired PTR should be guaranteed for a total period of **42 months** from the date of first commissioning after repairs, on the portion of repairs attended by the repairer and performance Bank Guarantee shall be extended accordingly.
- iii) The company shall rectify thermal faults, attend oil leakages, problems of high operating winding & oil temperatures, problem of increasing dissolved gases etc., if any observed in the repaired PTR up to **36 months** (i.e. within guarantee period) from the date of commissioning of the repaired PTR, after repairs. The rectified PTR should be guaranteed for a total period of **42 months** from the date of commissioning after repairs, on the portion of repairs attended by you and performance Bank Guarantee shall be extended accordingly.
- iv) If the repairer fails to respond to the intimation of TSTRANSCO within 1 week, to attend the defects during Guarantee period, TSTRANSCO shall arrange for rectification of the defects through any other agency at the cost and risk of the repairer and recover the cost of rectification from pending Bills/ Bank Guarantees of the repairer.

v) To & fro transportation and repair cost of failed PTR during guarantee period has to be borne by the repairer.

9. <u>SECURITY DEPOSIT</u>:

- i) The Security Deposit (SD) of Rs.2.50 lakhs in the form of Bank Guarantee has to be submitted by the repairer within 15 days from the date of receipt of Purchase Order for repair of PTR. This is in addition to the performance guarantee. The Bank Guarantee shall be valid for a period of **two years** and with a claim period of six months thereafter. The Bank Guarantee has to be extended in case of extension of completion period of repair. This will not be waived, in any case, under any circumstances. The amount shall be forfeited, if the repairer fails to fulfill the Terms of contract / order.
- ii) Manufactures registered as SSI Units with Industries Department, Government of Telangana State are not exempted from payment of SD, as the repair work is not considered as a supply item.
- **PERFORMANCE GUARANTEE**: The Company shall furnish performance Bank Guarantee (PSBG) for 5% of Total value, including all taxes and return transportation charges on Rs.100/-Non-judicial stamp paper covering the period of **36 months** guarantee plus **six months** claim period over and above the guarantee period before payment becomes due. In absence of performance Bank Guarantee, only 95% of the bills shall be processed initially and balance 5% shall be paid after completion of the guarantee period i.e., 42 months from the date of commissioning of repaired PTR.

11. STAGE INSPECTION:

a. RAW MATERIAL INSPECTION

The Repairer shall invariably use the Copper, CRGO laminations and Insulating Paper from any of the vendors listed below, as per the Clause No.3 (d) of Section –I, i.e General of Technical Specification 1st cited.

Sl. No.	Name of the material	Make/IS Standard	Source of Supply
(i)	Winding wire (Copper	1.Hindalco Ltd	
	strip/ Conductors)	2.Sterilite Ltd	
		3.Any of PGCIL Approved Make	
		4.Any of TSTRANSCO approved	
		Make	
(ii)	Core lamination (CRGO)	1.A.K Steel	
		2.Nippon Steel	
		3.JFE Steel/Posco	
		4. Any of PGCIL approved make	
		5.Any of TSTRANSCO approved	
		make	
(iii)	Insulation paper	1.H.Weidmann	
		2.Munksio	
		3.Krammer	
		4.Dupont	
		5. Elof Hansen	
		6. Any of PGCIL approved Make	
		7. Any of TSTRANSCO Approved	
		make.	

However, the procured raw material should be offered for Stage Inspection, before utilizing for repairs. The Repairer shall furnish copies of evidence of procurement of Raw materials from vendors as in Clause No. 3(d) of Section –I i.e., General (Copies of Invoice, necessary link documents, if any, Manufacturers test reports shall submitted to the Chief Engineer/Transmission/Vidyut Soudha/Hyderabad for issue of Utilization clearance on the Material.)

b. The Company shall offer five stage inspections as follows during the repairs of the Power Transformer, in addition to the final testing.

Sl.	. Stage Works to be covered						
No.	No.						
(i)	1 st stage	Formation/ Rewinding of LV coils/ Tertiary winding and insulation					
(ii)	2 nd stage	Formation/ Rewinding of HV coils and insulation					
(iii)	3 rd stage	Formation/ Rewinding of Tap winding and core fixation					
(iv)	4 th stage	To ensure all the works attended as per the Joint Inspection Report and repair estimate/PO. Inner and outer sides painting of Power Transformer and pressure test on PRV.					
(v)	5 th stage	Oil filling and complete assembly and accessories. Leak test on Radiators, leak test on Main Tank (if any modifications carried out on main tank) etc.,					

The inspection reports shall be submitted to the CE/Transmission/TSTRANSCO. All items covered under **Clause 3 i.e. SCHEDULE OF MATERIAL**, **WORKS & PRICES** of this order shall cover in Stage inspections.

- **12. PHOTOGRAPHS:** The repairer shall submit the photographs of the damaged parts observed in the allotted sick Power Transformer during the Joint Inspection. Further, the photographs of the replaced parts taken at every stage inspection shall be submitted along with Stage Inspection Reports.
- 13. <u>INSPECTION</u>: The Company have to intimate this office at least 15 days in advance, as and when propose to conduct the tests, for deputing TSTRANSCO's representative to witness the Tests. Final Inspection (Test) reports shall be submitted, duly entering Minutes of Meeting (MOM) indicating the tests conducted, comments on Test results and any balance works to be attended. Without the MOM by the inspecting officer, the Test reports shall not be considered for approval and issue of dispatch instructions. Three copies of the test certificates containing results of all tests carried out, shall be submitted to the Chief Engineer/Transmission, for approval, before the equipment is going to be dispatched. The final testing of the Power Transformer after repairs shall be conducted, duly assembling the radiators, conservator tank and filling the total quantity of Transformer oil.
- **14. TEST AND TEST CERTIFICATES**: All the routine tests in accordance with relevant ISS/BIS/IS-2026 shall be carried out on the equipment in the presence of TSTRANSCO's Engineer. Three copies of the test certificates shall be furnished to this office immediately, after the tests and get them approved before payment becomes due. The equipment shall not be dispatched without obtaining the approval for Test certificates.

15. COMPLETION PERIOD:

i) The repair of the Power Transformer shall be completed within **six** months from the date of receipt of the Purchase Order. However, the company is requested to advance the repairs and complete the same **within 4 months**, in view of the urgent requirement of Power Transformers.

- ii) In case, if the repaired PTR fails within guarantee period of **36 months** from the date of its commissioning, the failed PTR shall be repaired / rectified and delivered to allotted site by the Repairer at free of cost **within 3 months** from the date of written intimation of such failure, failing which the cost of the repairs incurred will be deducted from the bills.
- **16. PACKING:** The Supplier/Manufacturer/Repairer shall provide such packing for the material/ equipment as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Technical Specification for material / equipment. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, humidity etc. during transit and open storage.
- 17. <u>DESPATCH INSTRUCTIONS</u>:- The dispatch instructions shall be communicated separately, after completion of Repairs and successful completion of Testing and approval of Test certificates considering Clause 13 i.e. INSPECTION.
- **18.** <u>UNDERTAKING:</u> The Repairer should furnish an undertaking as per Schedule-XV of Specification 1st cited with reference to the welding, oil filtration, Faults, Materials being used, stage Inspections (4th and 5th stage) and etc.,
- **ADDITIONAL NAME PLATE:** Immediately after completion of repairs and test, the repairer shall affix on the Transformers, just below the manufacturers name plate (Metallic) / any suitable place of suitable size with the following details punched on it:
 - (i) Name of the Repairer:-
 - (ii) Tested on:
 - iii) Delivered on:
 - iv) Purchase Order No:
- 20. <u>PENALTY FOR LATE DELIVERY</u>: The time for and the dates for delivery mentioned in the repair order shall be deemed to be the essence of the contract. In case of delay, in delivery of equipment/repair of PTR/Transport of PTR to destination, whatever be the reason, the TSTRANSCO may at its option, demand and recover from the Repairer an amount equivalent to <u>half percent of the value of the contract for every week of delay or part thereof, subject to a maximum of 5% of the total value of the contract (Net value).</u> This right under the law including the right to cancel the contract, forfeit the deposit and /or recover damages for breach of the Contract.
- i) The date of receipt of the equipment/materials at the destination in good condition will be taken as the date of delivery.
- ii) For penalty, the number of days of delay would be rounded off to the nearest week and calculated accordingly.
- iii) Materials/ Equipment, which are not of acceptable quality or not conforming to the Specification would be deemed to be not delivered.
- iv) The date of receipt of the last component of the Transformer shall be reckoned as the date of delivery for the purpose of calculation of penalty for delay in delivery.

21. FORCE MAJEURE: The Repairer shall not be liable for delay or for failing to supply the material / equipment for reasons of 'Force Majeure' such as acts of God, acts of Public enemy, acts of Government, fires, floods, strikes, lockouts strikes and etc., in works of manufacturers of proprietary items as specified by the TSTRANSCO.

The contractor shall within 10 days from the beginning of such delay notify to the TSTRANSCO in writing the cause of delay. The TSTRANSCO shall verify the facts and grant such as extension of time as facts justify.

LOSS (or) DAMAGE: The Repairer is responsible for the safe custody of Power Transformer during the repairs and delivery of the repaired Power Transformers, in good condition, at the destination. The Repairer should acquaint themselves of the conditions, for handling and transporting of the Power Transformer to the destination. The company shall include and provide the security and protective packing of the goods, so as to avoid damage in transit.

External damages or shortages that are prima-facie the results of rough handling in transit or due to defective packing will be intimated within a fortnight of the receipt of the equipment/materials. Internal defects, damages or shortages of any integral parts which cannot ordinarily be detected on a superficial visual examination though due to bad handling in transit or defective packing will be intimated within 2 months from the date of receipt of the equipment/materials.

In either case, the defective or damaged equipment/ materials should be replaced by the contractor free of cost to the TSTRANSCO.

If no steps are taken within 15 days of receipt of intimation of defects or such other reasonable time, as the TSTRANSCO may deem proper to afford, the TSTRANSCO may without prejudice to its other rights and remedies cause to be repaired or rectified the defective material or replace the same and recover the expenditure incurred therefore from the deposit such as Earnest Money, Security and Performance or other amounts available with TSTRANSCO or by resorting to legal action.

- **23. PAYING AUTHORITY:** The Company shall submit the bills to the Superintending Engineer/OMC/ Metro-West who is the Paying Officer for the repairs of the subject Power Transformer after receipt of the repaired Power Transformer at the allotted substation, in good condition, duly certified by the consignee.
- **24. JURISDICTION:** All the disputes arising out of this order shall be decided by a panel of arbitrators as follows.

Sl.	Value of claim	Panel of Arbitrators					
No.							
i	Disputes involving amount up to	Superintending Engineer of TSTRANSCO,					
	Rs.10,000/- and below	Other than the circle to which dispute arises.					
ii	Disputes involving amounts from	Any Chief Engineer of TSTRANSCO.					
	Rs.10,000/- to Rs.50,00/						
iii	There shall not be any reference of disputes for the value exceeding Rs.50,000.00						
	to arbitration. The parties shall approach the competent Civil Court having						
	jurisdiction, if any such disputes aris	ses.					

- **PRESENCE OF YOUR ENGINEER AT THE TIME OF ERECTION**: The Company has to depute company's authorized Person/Engineer at the time of erection, to ascertain any shortages of oil or any short supply of materials or unattended works, which are to be rectified at the place of allotment, within one week of intimation.
- **26. GENERAL:** All correspondence of general and Technical nature shall be addressed to this office and Superintending Engineer/OMC/Metro-West.

Except where otherwise agreed to in this detailed order, all the Terms and Conditions stipulated in the Specification No. TST-01/2017 is binding on the Company and they shall form part of this contract.

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

Encl: As above

Yours faithfully,

Chief Engineer/Transmission

WE ACCEPT THE TERMS AND CONDITIONS

Signature of the Repairer with

date and seal of the company

Copy tothe:

The Executive Director (Finance)/TSTRANSCO/VidyutSoudha/Hyderabad.

The Chief Engineer/Metro Zone/Hyderabad.

The FA&CCA(Accounts)/ VidyutSoudha/Hyderabad.

The Superintending Engineer/OMC Circle /Metro-West.

The Superintending Engineer/QC & QA/VidyutSoudha/Hyderabad

The Divisional Engineer/MRT & Transformers/Metro-West.

The SAO(P&A) /TSTRANSCO/VidyutSoudha/Hyderabad

The SAO/Budget & Balance Sheet/ VidyutSoudha/Hyderabad

Note: These orders are also available on TSTRANSCO website and can be accessed at the address www.transco.telangana.gov.in

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