



**TRANSMISSION CORPORATION OF TELANGANA LIMITED
VIDYUT SOUDHA::HYDERABAD – 82**

From
The Chief Engineer (P&MM),
TSTRANSCO,
Vidyut Soudha,
Hyderabad – 500 082.

To
M/s.Toshiba Transmission & Distribution
Systems(India) Pvt. Ltd., Rudraram,
Patancheru Mandal, Medak District,
Telangana – 502 329. Fax:040 – 30717263

Extension. PO.No. 4500003077 -PMM/2022/CE(P&MM)/ TSPMM12-15/2020/500MVA-Toshiba/D.No.124 ,
Dt.20-01-2022

Sir,

Sub: Supply, Erection, Testing & Commissioning of 3 Nos. 500 MVA 400/220 /33 kV Auto Transformers against Tender Specification No.TSPMM12-15/2020 - Extension Order – Issued – Reg.

Ref: 1) Tender Specification No.TSPMM 12-15/2020
2) PO.No.4500003006/ CE(P&MM/SE/P&MM/DE12/TSPMM12-15/2020/500MVA-Toshiba/D.No.1111, Dt. 06-03-2021
3) Lr.No.CE(P&MM/SE/P&MM/DE12/TSPMM12-15/2020/500MVA ATR /D.No.113 , Dt.06-01-2022

1.0 I, acting for and on behalf and by the order and direction of Transmission Corporation of Telangana Limited (hereinafter called the TSTransco), place the extension Purchase Order as per the quantity variation provision for Supply, Erection, Testing & Commissioning 3 Nos. 500 MVA 400/220 /33 kV Auto Transformers, with the same scope, prices, terms and conditions set out in the Tender Specification cited at ref(1) , original purchase order cited at ref(2), as detailed in Clause- 2 below.

**2.0 SCHEDULE OF SUPPLY, ERECTION, TESTING AND COMMISSIONING:
Schedule of Quantities and Prices for supply:**

a) The total prices for Supply, Erection, Testing & Commissioning of 3 Nos. 500 MVA 400/220 /33 kV Auto Transformers are indicated below:

Sl.No.	Item	Amount in Rs.
500MVA, 400/220/33kV Auto-transformers:		
1	Unit Ex-works price including 1st fill of oil	12,00,01,436.00
2	Unit Freight	19,91,785.00
3	Packing and Forwarding	Inclusive
4	Transit Insurance	Inclusive
5	Unit prices for supply without GST	12,19,93,221.00
6	GST on supply portion @ 18%	2,19,58,779.78
7	Unit FADs price for supply portion with GST	14,39,52,000.78
8	Unit Erection, testing & commissioning charges without GST	11,00,000.00
9	GST @ 18% on Erection, testing & commissioning portion	1,98,000.00
10	Sub-Total for Erection with GST	12,98,000.00
11	Unit Landed cost with GST(7 + 10)	14,52,50,000.78 Or Say Rs. 14,52,50,001.00
12	Quantity in Nos.:	3
13	Total cost for Supply Erection, Testing & Commissioning of 3Nos 500MVA 400/220/33kV Auto Transformers	Rs. 43,57,50,003.00

(Rupees Forty Three Crore Fifty Seven Lakhs Fifty Thousand and Three Only)

** After supply, the PV allowed will be adjusted as per applicable IEEMA indices and as per the original Purchase Order PV Clause amended vide ref(3) enclosed in Annexure, with base date of April 2020; i.e on the positive side, PV will be limited to +50% ceiling over original ex-works price and there shall be no ceiling on the negative side.

This Extension order is also governed by the scope, all terms and conditions as stipulated in the original purchase order cited at reference (2) and the Tender Specification No. TSPMM 12-15/2020, its corrigendums.

3. Schedule for Erection, Testing and Commissioning:

The quantities and prices for erection are indicated as below: This Contract Award Order is governed by the terms and conditions as stipulated in clause 1.0 to clause 51.0. of original purchase order 2nd cited.

Description	Qty. in Nos.	Unit Erection, testing & commissioning charges without GST (Rs.)	GST @ 18% (SGST @9% +CGST @9%) on Erection, testing & commissioning portion (Rs.)	Unit Erection, testing & commissioning with (Rs.)	Total Price incl. Taxes Coln. (2) x (5) (Rs.)
(1)	(2)	(3)	(4)	(5)	(6)
Total cost of supply to site/stores, storage, Handling, Erection, Testing & Commissioning of 500MVA,400/220/33kV Auto Transformer with all accessories and fittings including insurance during storage and erection and all others as specified in the tender specification.	3	11,00,000.00	1,98,000.00	12,98,000.00	38,94,000.00
TOTAL					38,94,000.00

(Rupees Thirty Eight Lakhs, Ninety Four Thousand only)

4.0 Delivery Schedule:

The delivery schedule of Supply and Erection, Testing and Commissioning of the Transformers is as follows:

a) Supply:

1 No. Transformer including all accessories shall be supplied within **Seven** months from the date of issue of Extension Order and balance @ 1No. in the next month thereafter.

Sl No.	Supply schedule date
1st Unit	20.08.2022
2 nd Unit	20.09.2022
3 rd Unit	20.10.2022

b) Erection, Testing and Commissioning : Shall be completed **within 2 months** from the date of supply/readiness of the site. The readiness of the sites will be intimated separately.

You are requested to advance the deliveries as these transformers are urgently required for ongoing works. As soon as dispatch is effected, the details with Serial Nos. of transformers shall be sent within a week.

c) **Bank Account details**

The details of Bank Account as furnished by M/s. Toshiba Transmission & Distribution Systems(India) Pvt. Ltd., Hyderabad, are as below:

1. Name of the Bank	:	Standard Chartered Bank
2. Name of the Branch	:	Standard Chartered Bank, 6-3-1090, Raj Bhavan Road, Somajiguda, Hyderabad – 500 082, Telangana, India
3. Branch code	:	36075
4. City	:	Hyderabad
5. Account No.	:	44605160360
6. MICR No.	:	500036001
7. IFSC No.	:	SCBL0036075
8. PAN No	:	AAECT6883F
9. GST Registration Number	:	36AAECT6883F1ZZ
10. Date of GST Registration	:	28/06/2017
11. Place of GST Registration	:	Sangareddy, Telangana

The Bank details as above are final and shall not be revoked under any circumstances.

5. PERFORMANCE SECURITY:

Performance security shall be furnished in the name of TSTransco for an amount of 10% of the contract value 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.

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 30 months and the Performance Bank Guarantee for proportionate value will be extended 60 days over and above the extended warranty period.

It is entirely your responsibility to extend the validity of this Bank Guarantee to cover the period of guarantee well before its expiry. **Bank Guarantees for insufficient Period/insufficient Value will not be accepted.**

The Performance security will be

- a) A bank guarantee issued by **State Bank of India or its associate Banks/ Nationalised Banks** acceptable to the Purchaser, in the form provided in the bidding documents.
- b) A banker's cheque or crossed DD or Pay Order payable at the Head quarter of the Purchaser in favour of the Purchaser drawn on State Bank of India or its associate Banks/ Nationalised Banks.

6. TERMS OF PAYMENT:

6.1 For supply of material / equipment:

- a. 80% payment towards the equipment cost will be arranged within 45days for the Material/equipment supplied in complete shape subject to their delivery as per the schedule of work and on its receipt in good condition at the destination/stores in good condition (i.e., from check measurement date in Form-13).
- b. 10% payment will be made after erection of equipment/material.
- c. Balance 10% payment along with the total erection & commissioning charges will be made after commissioning of equipment/material.

6.2. For Erection:

- a) 90% of payment of the erection charges agreed will be released against the submission of bills for the portion of the works completed. Out of the balance 10% amounts, 5% payments will be released after completion of all the works & submission of Material Accounts.

- b) The final 5% payments of erection charges agreed will be released after the completion of 'Guarantee period' or on submission of BG for the equivalent value, which shall be valid for the Guarantee period and also provide two months claim period thereafter. The date of commissioning/energizing the equipment will not be considered for reckoning the performance guarantee period. The date of completion of all the works and commissioning & energizing will only be considered for reckoning the performance guarantee period.

The release of payment mentioned above is subject to submission of performance security as per Clause No.39 of the Tender Specification by the supplier.

7.0 WARRANTY:

7.1 Supply:

- a) The supplier will warrant for the satisfactory functioning of the material / equipment as per specification for a minimum period of **60 months** from the receipt of the material / equipment at TLC Stores or site in good condition.
- b) The Supplier warrants that the Materials / equipment supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The supplier further warrants that all Materials / equipment supplied under this Contract will have no defect, arising from a design and / or materials as required by the Purchaser's specifications or from any act of omission of the Supplier that may develop under normal use of the supplied Materials / equipment.
- c) All the material will be of the best class and will be capable of satisfactory operation in the tropics under service conditions indicated in clause 23.1 of tender specification without distortion or deterioration. No welding filling or plugging of defective parts will be permitted, unless otherwise specified, they will conform to the requirements of the appropriate Indian, British or American Standards. (Where a standard specification covering the material in question has not been published, the standards of the American Society for testing of Materials should be followed).
- d) The entire designs will be capable of withstanding the severest stresses likely to occur in actual service and of resisting rough handling during transport.
- e) Unless otherwise specified the warranty period will be 60 months from the date of acceptance of the Materials / equipment. The Supplier will, in addition, comply with the performance guarantees specified under the contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the supplier will at its discretion either, make such changes, modifications, and/or additions to the Materials / equipment or any part thereof as may be necessary in order to attain the contractual guarantees specified in the contract at its own cost and expense and to carry out further performance tests as per the relevant standards.
- f) The Purchaser will promptly notify the supplier in writing of any claims arising under this warranty.
- g) "Upon receipt of such notice, the Supplier will 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". 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 30 months.
- h) 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.
- i) The after sales service should be quick and prompt without causing delay.

7.2 For Erection, Testing and Commissioning:

The works shall not be considered as completed until Purchaser has certified in writing that they have been virtually completed and the defect liability period shall commence from the date of such certificate. In case any defects in the work, due to bad materials, and/or bad workmanship, develop in the work before the expiry of the period, contractor, on notification by owner shall rectify or remedy the defects at his own cost and he shall make his own arrangements to provide materials, labour, equipment and any other appliances required in this regard. The performance security will be returned to contractor only after the expiry of this defect liability period. In case even on due notification by owner, contractor fails to rectify or remedy the defects, owner shall have the right to get this done by the other agents and recover the cost incurred by deductions from the retention amount due to contractor, in case this cost is within the value of the performance security, and if not, contractor shall be liable to pay to owner the balance amount.

8. All terms and conditions indicated in the Purchase Order under ref. (2) are applicable.

9. ACKNOWLEDGEMENT:

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

Encl: Annexure(PV Clause)

Yours faithfully,

CHIEF ENGINEER/P&MM
(Acting for and on behalf of TSTRANSCO)

WE ACCEPT THE TERMS AND CONDITIONS OF THIS PURCHASE ORDER

SIGNATURE OF THE CONTRACTOR
WITH SEAL AND DATE

Copy submitted to:

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

Copies to:

The Chief Engineer/400kV/TSTRANSCO/Vidyut Soudha/Hyderabad.

The Chief Engineer/Transmission/TSTRANSCO/ Vidyut Soudha/Hyderabad

The Chief Engineer/Metro Zone, TSTRANSCO, Hyderabad

The Chief Engineer/Rural Zone, TSTRANSCO, Hyderabad

The Chief Engineer/Warangal Zone, TSTRANSCO, Warangal

The Chief Engineer/Karimnagar Zone, TSTRANSCO, Karimnagar

The FA & CCA (Accounts)/TSTRANSCO/Vidyut Soudha/Hyderabad.

The SAO (Pay & Accounts) /TSTRANSCO/Vidyut Soudha/Hyderabad.

The Superintending Engineer /400kV/Const/Metro/TSTRANSCO/Hyderabad

The Superintending Engineer /400kV/Rural/Metro/TSTRANSCO/Hyderabad

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ANNEXURE
PRICE VARIATION CLAUSE

In step I calculation.

Prices/indices to be taken from circular ref IEEMA(PVC)/PWR_DIST_TRF of applicable month as per old PV formulae wef Apr 2015

$$P = \frac{P_o}{100} \left(10 + 29 \frac{C}{C_o} + 27 \frac{ES}{ES_o} + 7 \frac{IS}{IS_o} + 5 \frac{IM}{IM_o} + 7 \frac{TO}{TO_o} + 15 \frac{W}{W_o} \right)$$

Wherein

- P = Price payable as adjusted in accordance with the above formula
- Po = Price quoted/confirmed
- Co = Average LME settlement price of copper wire bars (refer notes)
This price is as applicable for the month, ONE month prior to the date of tendering.
- ESo = Price of CRGO Electrical Steel Lamination (refer notes)
This price is as applicable on the 1st working day of the month, ONE month prior to the date of tendering.
- ISo = Average price of steel plates 10mm thick (refer notes)
This price is as applicable for the 1st working day of the month, ONE month prior to the date of tendering.
- IMo = Price of Insulating Materials (refer notes)
This price is as applicable on the 1st working day of the month, ONE month prior to the date of tendering.
- TOo = Price of Transformer Oil (refer notes)
This price is as applicable on the 1st working day of the month, ONE month prior to the date of tendering.
- Wo = All India average consumer price index number for industrial workers, as published by the Labour Bureau, Ministry of Labour, Govt. of India (Base: 2001=100)
This price is as applicable on the 1st working day of the month, THREE months prior to the date of tendering.

The above prices and indices are as published by IEEMA vide circular reference number IEEMA (PVC)/TRF(R-1)/_one month prior to the date of tendering.

- C = Average LME settlement price of Copper wire bars (refer notes)
This price is as applicable for the month, ONE months prior to the date of delivery.
- ES = Price of CRGO Electrical Steel Lamination (refer notes)
This price is as applicable on the 1st working day of the month, ONE months prior to the date of delivery.
- IS = Average price of steel plates 10mm thick (refer notes)
This price is as applicable for the 1st working day of the month, ONE month prior to the date of delivery.
- IM = Price of Insulating Materials (refer notes)
This price is as applicable on the 1st working day of the month, ONE months prior to the date of delivery.
- TO = Price of Transformer Oil (refer notes)

This price is as applicable on the 1st working day of the month, ONE month prior to the date of delivery.

W = All India average consumer price index number for industrial workers, as published by the Labour Bureau, Ministry of Labour, Govt. of India (Base: 2001=100)

This index number is as applicable on the 1st working day of the month, THREE months prior to the date of delivery.

The above prices and indices are as published by IEEMA vide circular reference number IEEMA (PVC)/TRF(R-1)/_/_one month prior to the date of delivery.

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

Irrespective of the increase in the prices of raw materials the price variance (increase) will be limited to a maximum of 50% over the original quoted price and no ceiling for negative variation.

The proportionate taxes and duties on such increase or decrease in the price is to the TSTransco’s account, as per actual on production of the gate pass relating to the consignments for which price variation is claimed.

If the date of delivery as defined in the P.V. formula is beyond the contracted delivery date the scheduled delivery date or Notified date of Inspection or the actual delivery date whichever is advantageous to the Purchaser will form the basis for calculation of price variation.

In step II calculation,

Prices/indices to be taken from circular ref IEEMA(PVC)/PWR_DIST_TRF (R-1) for applicable month as per new PV formulae wef Sep 2021

$$P = \frac{Po}{100} \left(6 + 32 \frac{C}{Co} + 27 \frac{ES}{ESo} + 12 \frac{IS}{ISo} + 4 \frac{IM}{IMo} + 9 \frac{TO}{TOo} + 10 \frac{W}{Wo} \right)$$

Wherein

P = Price payable as adjusted in accordance with the above formula

Po = Price quoted/confirmed

Co = Price of CC copper rods(refer notes)
This price is as applicable for the month, ONE month prior to the date of tendering.

ESo = Price of CRGO Electrical Steel Lamination (refer notes)
This price is as applicable on the 1st working day of the month, ONE month prior to the date of tendering.

ISo = Average price of steel plates 10mm thick (refer notes)
This price is as applicable for the 1st working day of the month, ONE month prior to the date of tendering.

IMo = Price of Insulating Materials (refer notes)
This price is as applicable on the 1st working day of the month, ONE month prior to the date of tendering.

- TOo = Price of Transformer Oil (refer notes)
This price is as applicable on the 1st working day of the month, ONE month prior to the date of tendering.
- Wo = All India average consumer price index number for industrial workers, as published by the Labour Bureau, Ministry of Labour, Govt. of India (Base: 2016=100)
This price is as applicable on the 1st working day of the month, THREE months prior to the date of tendering.
- The above prices and indices are as published by IEEMA vide circular reference number IEEMA (PVC)/TRF(R-1)_/_one month prior to the date of tendering.
- C = Price of CC copper rods(refer notes)
This price is as applicable for the month, TWO months prior to the date of delivery.
- ES = Price of CRGO Electrical Steel Lamination (refer notes)
This price is as applicable on the 1st working day of the month, TWO months prior to the date of delivery.
- IS = Average price of steel plates 10mm thick (refer notes)
This price is as applicable for the 1st working day of the month, TWO month prior to the date of delivery.
- IM = Price of Insulating Materials (refer notes)
This price is as applicable on the 1st working day of the month, TWO months prior to the date of delivery.
- TO = Price of Transformer Oil (refer notes)
This price is as applicable on the 1st working day of the month, ONE month prior to the date of delivery.
- W = All India average consumer price index number for industrial workers, as published by the Labour Bureau, Ministry of Labour, Govt. of India (Base: 2016=100)

This index number is as applicable on the 1st working day of the month, THREE months prior to the date of delivery.

The above prices and indices are as published by IEEMA vide circular reference number IEEMA (PVC)/TRF(R-1)_/_one month prior to the date of delivery.

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

Irrespective of the increase in the prices of raw materials the price variance (increase) will be limited to a maximum of 50% over the original quoted price and no ceiling for negative variation.

The proportionate taxes and duties on such increase or decrease in the price is to the TSTransco’s account, as per actual on production of the gate pass relating to the consignments for which price variation is claimed.

If the date of delivery as defined in the P.V. formula is beyond the contracted delivery date the scheduled delivery date or Notified date of Inspection or the actual delivery date whichever is advantageous to the Purchaser will form the basis for calculation of price variation.