



TRANSMISSION CORPORATION OF TELANGANA LIMITED
VIDYUT SOUDHA, HYDERABAD – 82
 (TIN NO. 36270120612)

From
 The Chief Engineer (P&MM),
 TSTransco,
 Vidyut Soudha,
 Hyderabad – 500 082
 Email ID: ce.pmm@tstransco.in

To
 M/s TCC Energy Solutions, Hyderabad,
 Plot No.88, Silpa Avenue Colony,
 Hyderabad-500049
 Ph.No.934609945
 Fax.No.04027760334
 Email address:thota@tccpltd.com

PO.No.4500003008/CE/P&MM/SE(P&MM)/DE12/ TSPMM12-21/2020/Station T/Fs/D.No.1117,
 Dt.10-03-2021

Sirs,

Sub: Tender Specification No. TSPMM12-21/2020 - Supply of Item-I: 15 Nos 250KVA, 33KV/415V Station Transformers & Item-II: 15Nos 100KVA, 33KV/415V Station Transformers - Detailed Purchase Order – Issued - Reg.

- Ref: 1) Tender Specification No. TSPMM12-21/2020.
 2) Your offer against Tender Specification No. TSPMM12-21/2020.
 3) LOI. No.CE/P&MM/SE(P&MM)/DE12/ TSPMM12-21/2020/Station T/Fs/D.No.1058, Dt.11-02-2021
 4) Your letter No. TCC/TSTRANSCO-Stn-Trfs/63920-21, dated 26.02.2021
 (Received on 02.03.2021)

I, acting for and on behalf and by the order and direction of Transmission Corporation of Telangana Limited (hereinafter called the TSTransco) accept the prices offered by you against Specification No. TSPMM12-21/2020 in Item -I & Item -II through e-procurement, for supply of the equipment detailed in Clause-2 below, with the terms and conditions as per Tender Specification No. TSPMM12-21/2020. This Purchase order is issued in confirmation of Letter of Intent issued under reference 3rd cited above and accepted by you vide ref 4th cited.

1. **SCOPE OF CONTRACT:** This contract relates to the supply of the material detailed in Clause-2 below and covers design, assembly, manufacture, testing before dispatch and delivery free at destination substations /stores (FADS) as detailed in this order with the latest applicable IS standards.

2. SCHEDULE OF EQUIPMENT & PRICES:

M/s TCC Energy Solutions make 250KVA and 100KVA, 33kV/415 V Natural cooled 3 phase 50c/s, Station Transformers (Vector Group Dyn11) with first filling of oil and confirming to IS: 2026 are as follows:

Amount in Rs.

| Sl. No. | Item Description | Item-I:15 Nos 250KVA, 33KV/415V Station Transformers as per IS 2026 (Latest revision) | Item-II:15 Nos 100KVA, 33KV/415V Station Transformers as per IS 2026 (Latest revision) |
|---------|--|---|--|
| 1 | Unit Ex-works price including 1st fill of oil | 3,31,720.00 | 2,19,960.00 |
| 2 | Unit Freight Charges | 0.00 | 0.00 |
| 3 | Unit insurance Charges | 0.00 | 0.00 |
| 4 | Packing and Forwarding | 0.00 | 0.00 |
| 5 | Unit price without GST | 3,31,720.00 | 2,19,960.00 |
| 6 | GST @ 18% (i.e IGST@9%+SGST@9%) | 59,709.60 | 39,592.80 |
| 7 | Unit FADs price (with GST) | 3,91,429.60 | 2,59,552.80 |
| 8 | Quantity in Nos. | 15 | 15 |
| 9 | Total amount | 58,71,444.00 | 38,93,292.00 |
| 10 | Total price for supply of 15Nos 250KVA, 33KV/415 V Station Transformer and 15Nos 100KVA, 33KV/415 V Station Transformer | 97,64,736.00 | |

(Rupees Ninety Seven Lakhs Sixty Four Thousand Seven Hundred and Thirty Six Only)

- (i) The prices accepted above are FIRM and free at destination stores/site. The price is inclusive of all incidental charges such as Packing, Forwarding, Handling, Loading, Unloading and other incidentals.
 - (ii) Freight & Insurance will be reimbursed on submission of documentary proofs only.
 - (iii) The dispatch of the equipment is by road only. The transit insurance shall be at least for an amount equal to 100% of cost of the goods and include storage cover for 45 days at stores/site.
 - (iv) It is to note that the prices are with the present rate of GST @ 18% (i.e IGST@9%+SGST@9%) on the total of Ex-works, Freight and Insurance.
 - (v) **TCS:** “TCS at prevailing rates is applicable on any payment made, 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. The PAN No. of TSTransco is “**AAFCT0166J**”.
- The stipulated conditions are to be verified by the DDOs while processing the bills.

- (vi) The penalty, if any, arising due to delay in supplies over the contract delivery period should be deducted invariably at the rate indicated in clause-8, while raising the Bills for the supplies made.
- (vii) All the contractual drawings shall be got approved by this office before commencement of delivery.
- (viii) The TSTRANSCO shall have the right to vary the ordered quantity by $\pm 50\%$ at any time during the execution of the order.
- (ix) Any variation up or down in statutory levy or new levies introduced after Tender calling date will be to the account of TSTransco, provided that in cases where delivery schedule is not adhered 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.

3. **Delivery Schedule:**

Item-I: To supply 3 Nos. transformers within two months from the date of issue of Letter of Intent and complete balance supplies @3 Nos per month thereafter.

Item-II: To supply 3 Nos. transformers within two months from the date of issue of Letter of Intent and complete balance supplies @3 Nos per month thereafter.

Accordingly, the delivery schedule is as follows:

| Equipment | Item-I: 250KVA, 33KV/415V Station Transformers | Item -II: 100KVA 33KV/415V Station Transformers |
|------------------|--|---|
| Quantity | 15 Nos | 15 Nos |
| Delivery by | | |
| (i) 10.04.2021 | (i) 3 Nos | (i) 3 Nos |
| (ii) 10.05.2021 | (ii) 3 Nos | (ii) 3 Nos |
| (iii) 10.06.2021 | (iii) 3 Nos | (iii) 3 Nos |
| (iv) 10.07.2021 | (iv) 3 Nos | (iv) 3 Nos |
| (v) 10.08.2021 | (v) 3 Nos | (v) 3 Nos |

4. **NAME PLATE:** The Transformers shall be provided with non-corrosive legible name plate indelibly marked with the following information.

- i) Transmission Corporation of Telangana Limited
- ii) Order No.
- iii) Manufacturer's Name
- iv) Standard
- v) KVA
- vi) Rated voltage
- vii) Maximum continuous operating voltage
- viii) Type
- ix) Rated frequency
- x) Nominal discharge current
- xi) Long duration discharge class

- xii) Pressure relief current in KA rms
- xiii) Temperature rise Oil & Winding °C
- xiv) Vector Group
- xv) Tapings
- xvi) B.I.L of the equipment to be protected
- xvii) Max. total losses at 50% rated load
- xviii) Max. total losses at 100% rated load
- xix) Conductor
- xx) Year of manufacture.
- xxi) BIS standard Mark.

5. PERFORMANCE SECURITY:

Performance security shall be furnished in the name of TSTRANSCO for an amount of 10% of the total contract value i.e Rs. **Rs.9,76,474.00** 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 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 performance security will be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.

It is entirely your responsibility to extend the validity of this Bank Guarantee to cover the period of guarantee well before its expiry.

6. PAYMENT:

- a) 100% payment will be arranged from Banks/REC/PFC/TSTRANSCO within 45 days reckoned from the check measurement date in Form-13.

By way of Electronic Fund Transfer (EFT) with RTGS the details of Bank Account to be furnished by M/s TCC Energy Solutions

| | | |
|--------------------|---|------------------|
| Name of the Bank | : | CANARA BANK |
| Name of the Branch | : | Balanagar Branch |
| City | : | Hyderabad |
| Account No | : | 0625261005595 |
| MICR | : | 500015010 |
| IFSC code | : | CNRB00000625 |
| PAN | : | BEEPT6531G |
| GST No. | : | 36BEEPT6531G1ZC |

The Bank details as above are final and shall not be revoked under any circumstances. The Bank Charges will be made to the account of M/s TCC Energy Solutions.,

- b) The 100% payment mentioned above is subject to submission of performance security by the supplier as per clause (5) above.
- c) The performance guarantee to be executed in accordance with this specification, is to be furnished on a stamp paper of value Rs.100/-. The Bank Guarantee will be extended if

available with the TSTRANSCO or by resorting to legal action.

- c) For the purpose of any legal construction, the material shall be deemed to pass into TSTRANSCO's ownership only at the final destination where they are delivered and accepted i.e., Form-13 is issued.
- d) As Insurance charges are included in your prices, you should cover the equipment against transit risks and also and also storage for 45 days at destination stores/sites before taking into stock. It is entirely your responsibility for arranging the insurance through your underwriters. The damages and shortages will be intimated to you as stipulated in Clause 7 (b) and you shall arrange for replacement/repairs immediately without awaiting settlement from insurance authorities.

8. PENALTY FOR LATE DELIVERY:

- a) The delivery period as per agreed delivery schedule shall be deemed to be the essence of the contract. In case of delay in delivery of materials at destination beyond the agreed delivery schedule or to perform the services within the period specified in the contract whatever be the reason the TSTRANSCO may at its option, demand and recover from the supplier 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 total value of contract.
- b) For penalty, the number of days of delay would be rounded off to the nearest week.
- c) Material/ equipment which are not of acceptable quality or not conforming to specifications would be deemed to be not delivered.
- d) The penalty specified in clause 8(a) shall be levied and if they cannot be recovered in current bills, they would be adjusted against subsequent pending bills.
- e) The check measurement date in Form-13 i.e. the date of receipt of material at destination stores in good condition will be taken as the date of delivery.

9. 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 foreseeable. Such events may include, but are not restricted to, wars or revolutions fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- c) If a Force Majeure situation arises, the supplier will promptly notify the Purchaser in writing of such condition and the cause thereof within 15 days. Unless otherwise directed by the Purchaser in writing, the Supplier will continue to perform its obligations under the Contract as far as is reasonable in practice, and will seek all reasonable alternative means for performance not prevented by the Force Majeure event.

10. TERMINATION FOR DEFAULT:

- a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:
 - i) If the Supplier fails to deliver any or all of the Materials / equipment within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser.
 - ii) If the Supplier fails to perform any other obligation(s) under the Contract.
 - iii) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- b) In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner, as it deems appropriate, Materials / equipment or services similar to those undelivered, and the Supplier will be liable to the Purchaser for any excess costs for such similar Materials / equipment or Services. However, the Supplier will continue performance of the Contract to the extent not terminated.

11. TERMINATION FOR CONVENIENCE:

- a) The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination will specify the termination is for the Purchaser's convenience, the extent to which performance of the supplier under the Contract is terminated, and date upon which termination becomes effective.
- b) However the Materials / equipment that are complete and ready for shipment within thirty (30) days after the supplier's receipt of notice of termination will be accepted by the Purchaser at the Contract terms and prices.

12. WARRANTY:

The material are guaranteed for satisfactory performance for a period of 18 months from the check measurement date in Form-13 i.e. receipt of material/equipment at TSTransco Stores or at site in good condition i.e., check measurement date in Form-13 against defects proved to be due to faulty design of material/workmanship. If during this period any of the material is found defective they shall be repaired or replaced by you free of all costs to the TSTRANSCO. To and fro freight charges shall, however be to your account only.

13. GOODS AND SERVICES TAX:

The Goods and Services Tax is payable on Ex-works+ Freight+Insurance+ Packing and Forwarding charges.

Taxes as indicated in the price schedule at paragraph (2) are applicable. You shall agree, that if at any time, any GST report to have been paid has not been paid, or a lesser amount has been paid, or on subsequent adjudication or appeal or revision it is decided that a lesser amount is payable, you shall refund such amounts

irrespective of time lag.

14. STATUTORY VARIATIONS:

Any variation up or down in statutory levy or new levies introduced **after tender calling date** under this specification 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.

In cases where delivery schedule is not adhered to by the supplier and there are upward variation/ revision after the agreed delivery schedule, the supplier will bear the impact of such levies and if there is downward variation / revision, the credit to that extent shall be passed on to TSTRANSCO.

No statutory variation is applicable for the transaction between the Supplier and their sub-vendors/sub-supplies i.e., for the bought-out items and taxes & duties of such items shall be inclusive in the bid price only.

In cases where the bidder assumes less tax rates and become lowest, upward variation of taxes will not be considered.

15. DESPATCH INSTRUCTIONS:

The dispatch instructions will be communicated to you while approving the Test Certificate furnished, as and when the materials are inspected you have to dispatch the materials to Stores/Site TSTransco, as in the Dispatch Instructions. The materials shall be dispatched by Road Transport through reliable transport agency with freight prepaid and duly insured. The particulars regarding destination, consignee and paying authority will be furnished when the materials are ready for dispatch.

Materials, which are not of acceptable quantity or are not conforming to IS specified in Tender Documents, or are not as per approved drawings, would be deemed to be not delivered.

The prices indicated in Clause (2) above shall remain unaltered whatever be the destination.

16. INSPECTION:

- a) The TSTRANSCO may at its option get the materials inspected by a third party if it feels necessary. In such case, inspection charges shall be borne by supplier.
- b) The accredited representative of the TSTRANSCO shall have access to you or your sub-contractor's works at any time during the working hours for the purpose of inspecting the manufacture of the plant and equipment and or testing, any selected samples from the material going into the plant and equipment. You shall on such occasions provide proper and adequate facilities for testing the selected samples at any time. Adequate notice of 15 days shall be given for deputing the departmental representatives for witnessing the tests on the equipment. The equipment should not be dispatched without final inspection of the tests or specific waiver thereof from this office.
- c) No material shall be dispatched from its point of manufacture before it has been satisfactorily inspected and tested, unless the purchaser in writing waives off the inspection. In the later case also, the materials shall be dispatched only after satisfactory

testing for all tests specified as per IS has been completed and Test Certificates are approved by purchaser.

The Acceptance tests shall be carried out on all the materials offered, by selecting the samples as per relevant IS specified, at random. If any sample drawn does not pass the acceptance tests, the sample will be rejected and another sample of the same material from same lot shall be selected at random to repeat the "Acceptance tests".

If the second sample also fails in the same test, the entire materials of that item in that lot offered for inspection will be rejected. The acceptance of any quantity of material shall in no way relieve the supplier of his responsibility for meeting all the requirements of this specification and shall not prevent subsequent rejection if material is later found to be defective.

17. CONTRACT DRAWINGS:

Three sets of the detailed drawings of the equipment ordered giving full particulars of sectional views to give a clear idea of the construction and working of the equipment shall be furnished for approval before commencement of production process. Approval by the TSTRANSCO to the supplier's drawings shall not relieve the supplier of his responsibility for correctness thereof or from results arising out of error or omission therein or from any obligation or liability under the contract. Any supplementary drawings necessary to permit the complete design of the installation prior to receiving the equipment shall also be supplied. One set of drawings and instruction manuals may be sent alongwith each equipment at the time of dispatches. Copies of drawings and manuals shall also be sent to other offices as indicated below.

Consignee : 1 set of approved drawings per each substation.
 Paying Officer : 2 sets of drawings per each substation.
 To this office : 1 set of drawings along with soft copies.

18. ERECTION OPERATION & MAINTENANCE MANUALS:

Erection, Operation and Maintenance manuals along with soft copy shall be supplied as per distributions given below giving detailed instructions with illustrations alongwith the equipment. They shall contain clear instructions on erection and maintenance of the equipment and recommended schedule of maintenance for the guidance of the operating staff. Any items requiring the special attention of the operation engineer should be highlighted.

Consignee : 1 set per consignment.
 Concerned Executive Engineer : 2 Sets
 To this Office : 1 Set along with soft copy.

19. COMPLETENESS OF CONTRACT:

All minor accessories that are normally necessary for satisfactory and efficient operation of the equipment shall be supplied by you free of cost to the TSTRANSCO whether these are specially mentioned or not in the Specification, your tender schedule or in this purchase order and the equipment shall be complete in itself.

20. GENERAL CONDITIONS OF CONTRACT:

Except in so far as it is provided otherwise in this contract you shall abide by the terms and conditions appended to the specification. Except as specifically accepted in this

order, the terms and conditions mentioned in your quotation under reference are not accepted.

21. MATERIAL & WORKMANSHIP:-

All the materials shall be of the best class and shall be capable of satisfactory operation in the tropics under service conditions without distortion or deterioration. No welding or filling or plugging of defective parts shall be permitted, unless otherwise specified they shall conform to the requirement 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).

The entire design and construction shall be capable of withstanding the several stresses likely to occur in actual services and of resisting rough handling during transport.

22. RISK:

The risk in the property is entirely yours till the goods are received in good condition at the destination.

23. PACKING:

- a) The supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit, and open storage. Packing case size and weights shall take in to consideration, where appropriate, the remoteness of the Goods final destination and absence of heavy handling facilities at all points in transit.
- b) Each of the equipment shall be securely packed separately in such a manner as to withstand rough handling during rail and road transit upto site and as per latest IS/BSS/IEC. There shall be separate packing for each item.
- c) The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided, including additional requirements, if any and in any subsequent instructions ordered by the Purchaser.

24. TESTS AND TEST CERTIFICATES:

All routine tests in accordance with relevant IS/BSS/IEC specification shall be conducted on each equipment / materials. Three copies of the Test certificates containing the results of all the tests carried out shall be submitted to the Chief Engineer/P&MM/Vidyuth Soudha and got approved before dispatch of materials.

The Supplier shall maintain all test reports of routine and stage test conducted during manufacture. These shall be produced for verification as and when requested for by the Purchaser.

25. INTERCHANGEABILITY:

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

26. SPARES:

You shall supply any spares required for the equipment that will be supplied under this order, whenever called upon to do so at fair prices and at the TSTRANSCO's standard terms of payment within a period not exceeding the deliveries accepted therein.

27. PROGRESS REPORTS:

You shall furnish the program of works and progress reports on the manufacture of equipment to this office every month in triplicate till the supplies are completed.

28. INSURANCE:

As Insurance charges are included in your prices, you should cover the equipment against transit risks and also storage for 45 days at destination stores/sites before taking into stock. It is entirely your responsibility for arranging the insurance through your underwriters. The damages and shortages will be intimated to you as stipulated in Clause 7(b) and you shall arrange for replacement/repairs immediately without awaiting settlement from insurance authorities.

The insurance will be in an amount equal to 100% FADS value of material/ 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.

29. CORRESPONDENCE:

- a) Your acknowledgement of this order and all correspondence of general or technical nature shall be addressed to the Chief Engineer (P&MM), TSTRANSCO, Vidyut Soudha, Hyderabad –500 082.
- b) All correspondence regarding dispatches, payments and any other field matters shall be addressed to concerned Paying Officer. Copies of such correspondence shall be marked to the concerned Superintending Engineer and to the Chief Engineer (P&MM), TSTRANSCO, Vidyut Soudha, Hyderabad – 500 082. Copies of the correspondence regarding payments should also be marked to the Executive Director /Finance, TSTRANSCO, Vidyut Soudha, Hyderabad –500 082.

30. SUPERVISION OF ERECTION, TESTING AND COMMISSIONING:

You have to provide services of qualified personnel for supervision of erection, testing at site and commissioning for these equipments wherever required at free of cost.

31. JURISDICTION:

All and any disputes or differences arising out of or touching this order shall be decided only by courts or tribunals situated in Hyderabad or Secunderabad cities. No suit or other legal proceedings shall be instituted elsewhere.

32. ACKNOWLEDGEMENT:

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

Encl: (GTP)

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

Copies to:

The Chief Engineer/Transmission/TSTransco/Vidyut Soudha/Hyderabad (*)

The Chief Engineer/Metro Zone, TSTransco, Erragadda, Hyderabad (*)

The Superintending Engineer/Quality Control/TSTransco,Vidyut Soudha/Hyderabad (*)

The Superintending Engineer/ Metro-Central/Hyderabad. (*)

The Executive Director /Finance /TSTransco/Vidyut Soudha/Hyderabad.(*)

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

The SAO/Metro/Central/TSTransco/Vidyut Soudha/Hyderabad.(*)

The Divisional Engineer/Construction Stores/TSTRANSCO /Erragadda/Hyderabad.(*)

(* Copy of this PO is available on <http://tgto.telangana.gov.in/>)

The Order is placed against the indents as indicated below:

(*)These Station Transformers are procured against the following indents.

| Sl No. | Indent reference U.O.No.782/19,Dt:25.11.2019 | Quantity (Nos.) | Required for |
|--------|---|--------------------|--------------|
| 1. | 250KVA, 33KV/415V Station Transformers | 15 | RMI works |
| 2. | 100KVA, 33KV/415V Station Transformers | 15 | |