

TRANSMISSION CORPORATION OF TELANGANA LIMITED VIDYUT SOUDHA, HYDERABAD – 82

(TIN NO. 36270120612)

From The Chief Engineer (P&MM), TSTransco, Vidyut Soudha, Hyderabad – 500 082. To M/s.Lamco Industries Private Limited, B-38,39 &40, Industrial Estate, Sanathnagar, Hyderabad - 500 018 Fax:040-23703535

PO.No.**237 -PMM/2018**/CE/P&MM/SE(P&MM)/DE12/TSPMM12-18/2018/LAs/LAMCO/ D.No. 791, Dt.03-11-2018

Sirs,

- Sub: TSTransco -Supply of Item-I: 6 Nos 400KV Lightning Arrestors .Item-II: 60 Nos 220KV Lightning Arrestors, Item -III:198 Nos. 132KV Lightning Arrestors and Item -IV: -203 Nos. 33KV Lightning Arrestors against Tender Specification No.TSPMM12-18/2018- Detailed Purchase Order Issued Reg.
- Ref: 1. Tender Specification No. TSPMM12 -18/2018
 - 2. Your offer against Tender Specification No. TSPMM12 -18/2018
 - 3. LOI No: CE/P&MM/DE12/ TSPMM 12-18/2018/LAS/LAMCO/D.No.664 /18, Dt. 30-08-2018
 - 4. Your Lr. No.LAMCO/3658/2018-19/BK dated:28.08.2018
 - 5. LOI No: CE/P&MM/DE12/ TSPMM 12-18/2018/400kVLAS/LAMCO/ D.No.696 /18, Dt 14.-09-2018
 - 6. Your Lr. No. LAMCO/3658/2018-19/BK/ 1277, Dated: 05-09-2018
 - 7. Your Letter No.LAMCO/3658/2018-2019/BK/1391, Dt.18-09-2018.
 - Amended LOI No: CE/P&MM/DE12/ TSPMM 12-18/2018/400kVLAS/LAMCO/ D.No.775 /18, Dt. 27 -10-2018

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 vide reference (2) cited, and read with your letter ref(4) cited, against Tender Specification No. TSPMM 12-18/2018 for supply of Item-I: 6 Nos 400KV Lightning Arrestors, Item-II: 60 Nos 220KV Lightning Arrestors, Item -III:198 Nos. 132KV Lightning Arrestors and Item -IV: 203 Nos. 33KV Lightning Arrestors, as detailed in Clause-2 below, with the terms and conditions as per Tender Specification No. TSPMM 12-18/2018. This Purchase Order is issued in confirmation vide your letters cited under ref(6) &(7) of Letters of Intent issued under references (3),(5) &(8) cited above.

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

2. SCHEDULE OF EQUIPMENT & PRICES:

Item-I: 6 Nos 400KV Lightning Arrestors, Item-II: 60 Nos 220KV Lightning Arrestors, Item -III:198 Nos. 132KV Lightning Arrestors and Item -IV: 203 Nos. 33KV Lightning Arrestors, M/s.Lamco make 220kV Zinc Oxide gapless Lightning Arrestors complete with insulating base grading ring, discharge counter with milli ammeter and terminal connector etc., as per technical specification.

All financial figures in Rs.

					in ingui es in Ks.		
Sl.No.		Lightning Arresters					
	Description	Item-I:400kV Item-II:220kV Ite		Item-III:132kV	Item-IV:33kV		
		Lightning	Lightning	Lightning	Lightning		
		Arrestors	Arrestors Arrestors Arrestors		Arrestors		
1	Unit Ex-works price	97740.00	35,910.00	25,767.00	2,790.00		
2	Unit Freight Charges	1278.00	324.00	351.00	144.00		
3	Packing and Forwarding	900.00	180.00	153.00	18.00		
4	Transit Insurance	252.00	90.00	63.00	6.30		
5	Unit price without GST	100170.00	36,504.00	26,334.00	2,958.30		
6	SGST @ 9%	9015.30	3285.36	2370.06	266.247		
7	CGST @ 9%	9015.30	3285.36	2370.06	266.247		
8	Unit FADs price for with GST	118200.60	43,074.72	31,074.12	3,490.79		
9	Quantity in Nos.:	6	60	198	203		
10	Total price with GST	709203.60	25,84,483.20	61,52,675.76	7,08,630.37		
11	Total	Rs. 1,01,54,992.93/- Or say Rs. 1,01,54,993/-					

(Rupees One Crore One Lakh Fifty Four Thousand Nine Hundred and Ninety Three only)

a) The prices accepted above are FIRM and free at destination stores/site.

- b) The dispatch of the equipment is by road only. The transit insurance shall include storage cover for 45 days at stores/site.
- c) It is noted that present rate of SGST is 9% and CGST is 9%.
- d) 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.
- e) All the contractual drawings shall be got approved by this office before commencement of delivery.
- f) The TSTRANSCO shall have the right to vary the ordered quantity by $\pm 50\%$ at any time during the execution of the order.
- g) You shall claim prices indicated in P.O. in your regular bills.
- h) The Price is inclusive of all incidental charges such as packing, forwarding, handling, loading, unloading and other incidentals.

3. DELIVERY SCHEDULE:

Item-I: 400KV Lightning Arrestors (6 Nos):

To Supply 6Nos. within two months from the date of issue of Letter of Intent.

Item-II: 220KV Lightning Arrestors (60 Nos):

To commence the supplies with 20Nos. within two months from the date of issue of Letter of Intent and balance in the next month thereafter.

Item-III: 132KV Lightning Arrestors (198 Nos):

To commence the supplies with 40 Nos. within two months from the date of issue of Letter of Intent and balance @40 Nos. per month thereafter.

Item-IV: 33KV Lightning Arrestors (203 Nos):

To commence the supplies with 40 Nos. within two months from the date of issue of Letter of Intent and balance @40 Nos. per month thereafter.

Accordingly, the delivery schedule is as follows:

			132kV Lightning		
Equipment	Arresters	Arresters	Arresters	Arresters	
	(Nos.)	(Nos.)	(Nos.)	(Nos.)	
Quantity	6 Nos	60 Nos	198 Nos	203 Nos	
Delivery by					
 (i) 29-10-2018 (ii) 13-11-2018 (iii) 29-11-2018 (iv) 29-12-2018 (v) 29-01-2019 (vi) 29-02-2019 (vi) 29-03-2019 	 6 Nos 	20Nos 20Nos 20Nos 	40Nos 40Nos 40Nos 40Nos 38Nos 	40Nos 40Nos 40Nos 40Nos 40Nos 3 Nos	

As soon as dispatch is effected, the details with Serial Nos. of Lightning Arrestors, shall be sent within a week. The copies of invoices shall also be sent to this office for each dispatch.

4. **NAME PLATE:** The surge arrestors 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) Rated voltage
- v) Maximum continuous operating voltage
- vi) Type
- vii) Rated frequency
- viii) Nominal discharge current
- ix) Long duration discharge class
- x) Pressure relief current in KA rms
- xi) B.I.L of the equipment to be protected
- xii) Year of manufacture.

5. **PERFORMANCE SECURITY:**

Within 15days of receipt of Letter of Intent, 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 18 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.

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.Lamco Industries Private Limited, Hyderabad is as follows:

Name of the Bank	:	State Bank of India.			
Name of the Branch	:	Industrial Estate Branch			
Branch Code	:	20076			
City	:	Hyderabad – 500 018			
Account No	:	52087819364			
MICR	:	500002352			
IFSC code	:	SBIN 0020076			
PAN No	:	AAACL3464A			
GST Registration Number : 36AAACL3464A1ZY					
Date of GST Registration : 28/06/2017					
Place of GST Registration : Hyderabad					

- b) The 100% payment mentioned above is subject to submission of performance security by the supplier as per clause (5) above.
- c) The supplier should invariably submit test certificates and other documents, the purchaser specifies as soon as dispatch is made so that they can be checked and approved well in advance.
- d) 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 required suitably, in accordance with the provisions of Performance Security Clause.
- e) If the supplier has received any over payments by mistake or if any amounts are due to the TSTransco due to any other reason, when it is not possible to recover such amounts under the contract resulting out of this specification, the TSTransco reserves the right to collect the same from any other amount and / or Bank Guarantees given by the company due to or with the TSTransco.

- f) When the supplier does not at any time, fulfill his obligations in replacing / rectifying etc. of the damaged / defective materials in part or whole, promptly to the satisfaction of the TSTransco Officers, the TSTransco reserves the right not to accept the bills against subsequent dispatches made by the supplier and only the supplier will be responsible for any demurrages, wharfages or damage occurring to the consignments so dispatched.
- g) Any incidental charge such as stamp duty, bank charges etc, shall be to the suppliers account and any charges in relation there to shall not be included in the bills submitted to the TSTransco.
- h) All payments will be made in non-convertible Indian Rupees.

7. RESPONSIBILITY OF THE SUPPLIER FOR LOSS/DAMAGE:

- a) The supplier is responsible for the safe delivery of the goods in good condition at the destination. He should acquaint himself of the conditions obtaining for handling and transport of the goods to destination and shall include and provide for security and protective packing of the goods so as to avoid damage in transit.
- b) External damages or shortages that are prima facie the result of rough handling in transit or due to defective packing will be intimated within a fortnight of the receipt of the materials. Internal defects, damages or shortages of any internal parts which cannot ordinarily be detected on a superficial visual examination though due to bad handling in transit or defective packing will be intimated later. In either case the defective or damaged materials should be replaced by the supplier 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 them defective material or replace the same and recover the expenditure incurred therefore from the deposit such as Earnest Money, Security and Performance or other monies 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 and interest calculated accordingly.

- d) Material/ equipment which are not of acceptable quality or are not conforming to specifications would be deemed to be not delivered.
- e) 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.
- f) 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 Contact 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 date of receipt of material/equipment at TLC 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.

14. STATUTORY VARIATIONS:

Any variation up or down in statutory levy or new levies introduced <u>after tender</u> <u>calling date</u> 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.

Statutory variation if any allowed, it is allowed only once during delivery period i.e., at the time of delivery of goods at factory".

In case of sub-vendor items, taxes are inclusive in tender price. No statutory variation is applicable.

In cases where the bidder assumes less tax rates and become lowest, upward variation of taxes will not be considered. In case of the bought out items for which the prices are quoted all inclusive of taxes, statutory variation shall not be applicable.

15. DESPATCH INSTRUCTIONS:

The dispatch instructions for the equipment will be furnished separately on satisfactory scrutiny of acceptance test certificates.

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 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.

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. Within 2 weeks of approval, 6 sets of all approved drawings along with soft copy shall be furnished. 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 and instruction manuals per each substation.
To this office	:	2 sets

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.

- a) 4 sets to this office.
- b) Consignee: 1 set per each Substation. (One set separately along with each equipment dispatch).
- c) 2 sets for each Substation. These shall be sent to the concerned Divisional Engineer/ Executive Engineer.

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.

21. 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.

20. 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.

21. **RISK**:

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

22. PACKING:

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.

23. TESTS AND TEST CERTIFICATES:

All routine tests in accordance with relevant ISS/BSS/IEC specification shall be conducted on each equipment / materials.

You shall intimate this office atleast 15 days in advance, as to the dates when you propose to conduct the tests for deputing TSTransco's representative to witness the tests. Three copies of the Test certificates containing the results of all the tests carried out shall be furnished for approval before presentation of bills for payment.

The Test certificates shall be submitted immediately after the tests are conducted and got approved before the material is dispatched.

24. INTERCHANGEABILITY:

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

25. 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.

26. 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.

27. 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.

28. 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.
- All correspondence regarding dispatches, payments and any other field matters shall be b) addressed to concerned Paying Officer. Copies of such correspondence shall be marked Superintending Engineer concerned and to the Chief Engineer to the Vidyut Soudha, Hyderabad – 500 082. Copies of the (P&MM),TSTransco, correspondence regarding payments should also be marked to the ED /Finance, TSTransco, Vidyut Soudha, Hyderabad -500 082.

29. SUPERVISION OF ERECTION, TESTING AND COMMISSIONING:

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

30. 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.

31. 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.

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 ED /Finance/TSTRANSCO/Vidyut Soudha/Hyderabad. The SAO (Pay & Accounts)/TSTRANSCO/Vidyut Soudha/Hyderabad. The Executive Engineer/Construction Stores/TSTRANSCO /Erragadda/Hyderabad. The Chief Engineer/Warangal Zone, TSTRANSCO, Warangal(**) The Chief Engineer/Karimnagar Zone, TSTRANSCO, Karimnagar (**) The Chief Engineer/Metro Zone, TSTRANSCO, Erragadda, Hyderabad (**) The Chief Engineer/Rural Zone, TSTRANSCO, Hyderabad (**) (*) These Lightning Arrestors are procured against the following indents.

			400kV	220kV	132kV	33kV
Sl. No.	U.O No./Dated	Required for	Lightning	Lightning	Lightning	Lightning
			Arrestors	Arrestors	Arrestors	Arrestors
	766/17, dated 31/10/2017		(Nos.)	(Nos.)	(Nos.)	(Nos.)
		Renovation &				
1		Modernization				
		scheme during the	0	60	45	100
		FY: 2017-18 &				
		FY: 2018-19				
	T.O.O No. CE					
2	(Transmission)	Rolling Stock	6	0	150	100
	Ms Nos.70	during FY:				
	dated	2017-18				
	03-04-2018					
3	616/18 D: 24 07 2018	220KV				
		Waddekothapally	0	0	3	3
	Dt:24.07.2018	SS				
	Total in	Nos	6 (Nos.)	60 (Nos.)	198 (Nos.)	203(Nos.)

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