



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

From

Chief Engineer,
Transmission,
TGTRANSCO, Vidyut Soudha,
Hyderabad – 500 082.

To

M/s CBS Technologies Private Limited, ,
110-111, Rishabh Ipex Mall,
Opp Max Hospital IP Extension, Delhi -
110092.

PO.No.4500003296 / CE(TRANS) /SE/TRANS/DESS/ADE-2/F.No Online Moisture/D.No. ⁶²¹ Dt ²⁸ .11.2024
Sirs,

Sub: TGTRANSCO-Transmission - **Specification No. TST-TRANS-03/2023-24**- Supply Installation & Commissioning of 6Nos portable Online Transformer Moisture Absorption Systems.- Detailed Purchase Order – Issued - Reg.

Ref: 1) Tender Specification No. **TST-TRANS-03/2023-24**.
2) Your offer against Tender Specification No. **TST-TRANS-03/2023-24**.
3) LOI No Lr.No. CE(Tr)/SE(Tr)/DE-SS/ADE2/F.75/24/D.No: 327/2024, Dt.15.07.2024.

* * *

I, acting for and on behalf and by the order and direction of Transmission Corporation of Telangana Limited (hereinafter called the TGTRANSCO), the prices offered by you against the Tender Specification No. **Specification No.TST-TRANS-03/2023-24**, for Supply, Erection, Testing & Commissioning of the equipment detailed in Clause-2 below, with the Terms and conditions as per the Tender Specification No.**TST-TRANS-03/2023-24**. This Purchase Order is issued for the Letter of Intent issued under references (3) cited above.

1.0. SCOPE OF CONTRACT:

The scope of the Contract covers Supply Installation & Commissioning of 6Nos portable Online Transformer Moisture Absorption Systems, as per TGTRANSCO Technical Specifications **TST-TRANS-03/2023-24**.

2.0 SCHEDULE OF SUPPLY, ERECTION, TESTING AND COMMISSIONING:

2.1 Schedule of Quantities and Prices for supply:

- a) The Total prices for Supply Installation & Commissioning of 6Nos portable Online Transformer Moisture Absorption Systems. as indicated below and this purchase contract award order is governed by the terms and conditions as stipulated in Clauses No.1.0 to 73.0 of this order and with that of the Tender Specification No. TST-TRANS-03/2023-24.

Name of the work: Supply Installation & Commissioning of 6Nos portable Online Transformer Moisture Absorption Systems..

Schedule of Material Quantities and Prices for PO No. 4500003296

(All Financial Figures in Rs.)

ERP PO Item No.	Material Code	Material Description	HSN Code	PO Qty.	PO Unit	Base Rate /Unit including Freight & Insurance	GST Rate (%)	CGST+ SGST	FADS Price /Unit	Total Amount Excl. GST	Total Amount Incl. GST(Rs.)
1	4000000745	ONLINE T/F MOISTURE ABSORPTION SYSTEM	87053000	6	NO	5,08,474.58	18	91,525.42	6,00,000.00	30,50,847.48	36,00,000.00
2	4000000428	T/F MOISTURE ABSORPTION SYSTEM PARTS	87053000	6	NO	12,711.86	18	2,288.14	15,000.00	76,271.16	90,000.00
Amount in Words: Thirty Six Lakhs Ninety Thousand only										Total	36,90,000.00

NOTE: CGST and SGST amounts shall be shown in separate columns in the vendor invoices

The prices are FAD basis. Prices are **Firm**.

- It is your responsibility to arrange Transit insurance and settle the insurance claims if any. The Transit insurance shall be at least for an amount equal to 100% of the cost of the goods and cover a storage period of 45 days thereafter.
- The price is inclusive of all incidental charges such as packing, forwarding, handling, loading and unloading at site, besides providing drawings and instruction manuals etc.
- You shall claim prices indicated in Purchase Order in your regular bills and after deduction of recoveries/penalties if any against the supplies made. The penalty if any, arising due to delay in supplies over the contract delivery period should be deducted invariably at the rate indicated in Penalty clause of this order while raising bills for the supplies made.
- The Ex-works Prices accepted above are exclusive of GST which will be paid extra at the rates ruling on the date of dispatch for dispatches within the stipulated delivery indicated in this contract award order. For dispatches beyond the stipulated delivery period, the rates ruling at the time of actual dispatches or the rates ruling during specified delivery period whichever is less will be applicable.
- The present rate of GST @18% is applicable.

All Taxes shall be first paid by the supplier which will be reimbursed by TGTRANSCO, at actual on submission of documentary evidence limiting to the respective amounts indicated in Clause No.2.1(a). However statutory variations as specified below.

i)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 TGTRANSCO 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 TGTRANSCO will be given credit to that extent.

ii) GST and any other levies payable by the contractor in respect of the transaction between the contractor and their vendors/sub-suppliers while procuring any components, subassemblies, raw materials and equipment are included in the bid price and no claim on this behalf will be entertained by the Purchaser.

- g) The supplier shall be liable and responsible for payment of Taxes such as Indian Income Tax, Surcharge/cess on Income Tax and any other corporate tax, if attracted under provision of the Law. The Purchaser as directed by the Concerned Department will make deduction towards Income Tax and other taxes at source.

3.0 **Delivery Schedule:**

Sl. No	Description	Qty	Delivery Schedule	Destination
1	Supply Installation & Commissioning of 6Nos portable Online Transformer Moisture Absorption Systems.	6 No	Delivery (Supply, Installation, testing & commissioning and training) of the equipment shall be completed within 45 Days from the date of Letter Of Intent.	Any Sub-Station Site/Stores in Telangana State.

Note :

- Prices shall be quoted on **firm price** basis.
- Prices shall be free at destination site/stores anywhere in Telangana.
- Conditional discounts are not accepted.
- The supply deemed to have included the charges for supervision of commissioning of 2 No. Fire Tender and no separate charges for supervisory services.

4.0 **TERMS OF PAYMENT:**

- 90% payment will be arranged within 45 days reckoned from the check measurement date in Form-13 (i.e duly transferring the said amount to the bank account of the supplier by the purchaser bank. The supplier will have to predefine the Bank details while entering into contract. The supplier will have to predefine the Bank Account details after receipt of LOI and before entering into contract for electronic transfer of payment.
- 10% payment towards equipment cost will be made after erection/Commissioning of equipment/ material.

However payment in advance may be considered by TGTRANSCO after availing a rebate/ discount @ 0.3% per week or part thereof for the advancement depending on the availability of funds.

No interest will be payable in case payment is delayed for whatever reason.

The 100% payment mentioned above is subject to submission of performance security as per clause-39 by the supplier. The bank charges will be made to the account of the supplier and charges will be recovered from the bill amount per each disbursement on LOA raised by field unit offices.

Bank account details for payment through RTGS system:

- Name of the Bank : BANK OF BARODA
- Name of the Branch : MAYUR VIHAR- III, DELHI-110096
- Branch code : TRDCHW
- City : DELHI
- Account No. : 213050500000001
- IFSC No. : BARAB0TRDCHW
- Income Tax PAN Number : AACCC1448H
- GST Registration Number : 09AACCC1448H1ZS
- Place of GST Registration : GR NOIDA

5.0 PENALTY FOR LATE DELIVERY:

5.1 The time for and the dates for delivery mentioned in the contract will be deemed to be the essence of the contract. Subject to force majeure Clause No.64, if the Supplier fails to deliver any or all of the Materials / equipment or to perform the Services within the period(s) specified in the Contract, the Purchaser will, without prejudice to its other remedies under the Contract, deduct from

The Contract Price, as liquidated damages, a sum equivalent to 0.5% per week on the undelivered portion subject to a maximum of 5% of the total value of the contract. Once the maximum is reached the Purchaser may consider termination of the contract.

5.2 The Check Measurement date in Form-13 i.e., the date of receipt of materials at destination stores in good condition will be taken as the date of delivery. Material/ Equipment which are not of acceptable quality or are not confirming to the specification would be deemed to be not delivered. For penalty, the number of days would be rounded off to the nearest week and penalty calculated accordingly..

5.3 The penalty specified above will be levied and would be adjusted against subsequent pending bills.

6.0 FORCE MAJEURE:

6.1 "Force Majeure" means an event beyond the control of the contractor and not involving the contractor'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.

6.2 If a force majeure situation arises, the contractor shall promptly notify the Purchaser in writing of such condition and cause thereof. Unless otherwise directed by the Purchaser in writing, the contractor shall continue to perform obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event. **No price variance will be allowed during the period of force majeure.**

6.3 The contractor or the purchaser shall not be liable for delays in performing his obligations resulting from any Force Majeure cause as referred to and/or defined above.

7.0 PERFORMANCE SECURITY:

Performance security shall be furnished in the name of TGTRANSCO 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 12 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.

8.0 FREIGHT:

M/s CBS Technologies Private Limited, must dispatch the equipment freight pre-paid and Freight charges are inclusive in unit rate.

9.0 INSURANCE:

- a) The Materials / equipment supplied under the Contract will be fully insured against loss or damage incidental to manufacture or acquisition, transportation and delivery and also storage for 45 days at destination stores/sites before taking into stock as per the Tender Specification No.TST-TRANS-03/2023-24.
- b) The insurance will be in an amount equal to 100% FADS value of Materials / equipment on all risks basis. The policy will have a provision for extension to cover further storage if necessary at destination stores / site at TGTRANSCO's cost, the beneficiary shall be TGTRANSCO.
- c) The Bidder shall a) Initiate and pursue insurance claim till settlement and b) Promptly arrange for repair and or replacement of any damaged items in full irrespective of settlement of insurance claim by the under writers. (c) All costs because of insurance liabilities covered under the contract will be to supplier's account. The supplier shall provide the Purchaser with a copy of all insurance policies and documents taken out by him in pursuance of 'Contract'. Such copies of documents shall be submitted to the purchaser immediately after such insurance coverage. The supplier shall also inform the Purchaser in writing at least sixty (60) days in advance, regarding the expiry, cancellation and /or change in any of such documents and ensure revalidation/renewal etc., as may be necessary well in time.
- d) The risks that are to be covered under the insurance shall be comprehensive and shall include but not limited to, the loss or damage in transit, storage, due to theft, pilferage riot, civil commotion, weather conditions, accident of all kinds, fire, flood, war risk (during ocean transportation) bad or rough handling etc. The scope of such insurance shall cover the entire contract value.

10.0 PACKING AND FORWARDING:

- 10.1 The equipment shall be packed suitable for vertical/horizontal transport as the case may be and suitable to withstand handling during transport and outdoor storage during transit. You shall be responsible for any damages to the equipment during transit, due to improper and inadequate packing. The easily damageable equipment/material shall be carefully packed and marked with the appropriate caution symbol. Wherever necessary proper arrangement for lifting such as lifting hooks etc., shall be provided. Any equipment/material found short inside the packing cases shall be supplied by you without any extra cost. The replacement of damaged equipment will not be linked with settlement of insurance claim.

10.2 In general each package shall be marked to indicate the following information.

- a) Name of the supplier
- b) Details of items in the package
- c) Name of the consignee
- d) Purchase Order Number
- e) Cost of the Consignment
- f) Gross, net and tare weight of the items
- g) Destination
- h) The items and quantity so far supplied including the present package.
- i) Handling, storage and unpacking instructions. Bill of materials of each package.
- j) Sign showing top/bottom side of the crate.

10.3 All removable external accessories and other components susceptible to damage if transported mounted on the equipment shall be dismantled, adequately packed and shipped separately. All openings thus resulted shall be sealed by means of temporary steel plates secured properly to avoid loosening during transit or storage.

10.4 Packing shall be sturdy and adequate to protect all assemblies, components, auxiliary devices and accessories from injury by corrosion, dampness, heavy rains, breakage and vibration encountered at the plant site.

10.5 Spare parts shall be packed separately and clearly marked and shall be delivered along with the main equipment.

10.6 Delivery documents as detailed in relevant clause of Section 'Special Conditions of Contract' of the Specification shall be enclosed along with certificate of insurance and proof of payment for the insurance premium.

11.0. 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. 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.

12.0.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.

13.0.GOODS AND SERVICES TAX:

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

14.0.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 TGTRANSCO 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 TGTRANSCO 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 & duties 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.

15.0.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.

16.0.INSPECTION AND FACTORY TESTS:

16.1 The supplier will keep the Purchaser informed in advance of the time of the starting and the progress of manufacture of equipment in its various stages so that arrangement could be made for inspection. The accredited representative of the TGTRANSCO will have access to the supplier's or his subcontractor's work at any time during working hours for the purpose of inspecting the materials during manufacturing of the materials / equipment and testing and may select test samples from the materials going into plant and equipment. The supplier will provide the facilities for testing such samples at any time including access to drawings and production data at no charge to Purchaser. As soon as the materials are ready the supplier will duly send intimation to TGTRANSCO by Regd. Post and carry out the tests in the presence of representative of the TGTRANSCO.

16.2 The TGTRANSCO may at its option get the materials inspected by the third party if it feels necessary and all inspection charges in this connection will be borne by the supplier.

- 16.3 The dispatches will be effected only if the test results comply with the specification. The dispatches will be made only after the inspection by the TGTRANSCO officer is completed to the TGTRANSCO satisfaction or such inspection is waived by the competent authority.
- 16.4 The acceptance of any quantity of materials will in no way relieve the supplier of its responsibility for meeting all the requirements of this specification and will not prevent subsequent rejection if such materials are later found to be defective.
- 16.5 The supplier will give 15days advance intimation to enable the Purchaser depute his representative for witnessing the acceptance and routine tests.
- 16.6 Should any inspected or tested materials / equipment fail to conform to the specification, the Purchaser may reject the materials and supplier will either replace the rejected materials or make alterations necessary to meet specifications requirements free of costs to the Purchaser.

17.0.QUALITY ASSURANCE PROGRAMME:

Supply:

M/s CBS Technologies Private Limited, shall furnish detailed quality assurance plan and program along with relevant technical data including possible customer inspection points/hold points and get them approved by the purchaser a representative of TGTRANSCO will participate in all the above inspections and discussions along with TGTRANSCO officials in finalizing the quality assurance/control programs.

18.0.INSTRUCTION MANUALS:

You must submit the erection and O&M manuals of all the equipment covered under this contract within four (4) months before commencement of supply of the first equipment to TGTRANSCO. **The manuals shall contain full details like step by step procedures for the erection / assembly of all the equipment furnished, including testing and commissioning procedures and all approved drawings.** These manuals shall be submitted in 12 copies.

19.0.COMPLETENESS OF EQUIPMENT:

All fittings and accessories which may not be specifically mentioned in the specification but which are useful or necessary for the equipment supplied for its efficient, economic and safe operation and for proper connection to others shall be specified and shall be deemed to have been included in the Contract Award Order and shall be furnished by you without extra charges. All the equipment shall be complete in all details whether such details are mentioned in the Contract Award Order or not.

20.0.WARRANTY:

20.1 Supply:

- a) The supplier will warrant for the satisfactory functioning of the material / equipment as per specification for a minimum period of **36 months** from the receipt of the material / equipment at TLC Stores or site in good condition.

21.0 STORAGE AT SITE:

The entire storage of the equipment at site including site handling until TGTRANSCO takes over, the responsibility lies entirely with the Contractor.

22.0 PAYING OFFICER /CONSIGNEE DETAILS:

The Paying Officer and Consignee details will be informed at the time of issue of dispatch instructions/ at the time of intimation of readiness of site.

23.0 CORRESPONDENCE:

All correspondence regarding dispatches, payments and other field matters shall be addressed to the concerned Superintending Engineer given under dispatch instructions. Copies of such correspondence shall be marked to all other concerned. Copies of the correspondence regarding payments should also be marked to the FA&CCA (Accounts) TGTransco, VidyutSoudha, Hyderabad-500 082.

24.0 TRAINING:

M/s CBS Technologies Private Limited, shall provide necessary facilities for training personnel at their works/principals works relating to design, manufacture, assembly and testing and operation maintenance for six personnel free of cost. However, travel and incidental charges of the personnel will be borne by the purchaser.

25.0 APPLICABLE LAW:

The contract shall be interpreted in accordance with the laws of the Purchaser's Country.

26.0 PURCHASER'S RIGHT TO VARY QUANTITIES DURING THE CONTRACT:

The purchaser reserves the right increase (or) decrease by upto 50% of the quantity ordered and services specified with the same price and other terms and conditions, during the execution of the order / contract.

27.0 GENERAL CONDITIONS OF CONTRACT:

Except in so far as it is provided otherwise in this contract, you shall abide by the General and Financial Conditions and prices, deliveries etc. of the Tender Specification No.TST-TRANS 03/2024 and also the other terms and conditions indicated in the said specification. Also referred in various clauses pertain to the above specification.

All other terms and conditions which are not covered in the Contract Award Order shall be abide by the terms and conditions of Specification.

29.0.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 / Secunderabad cities. No suit or other legal proceedings shall be instituted elsewhere.

30.0.RISK:

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

31.0.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.

32.0.MATERIALS:

The materials to be supplied by the Purchaser shall be taken delivery by the contractor at the departmental stores/site. The contractor shall arrange transportation of all materials to be supplied by the purchaser from the departmental stores/site stores to work spots free of cost. The contractor shall submit particulars of additional materials required if any for the completion of the equipment erection, over and above the materials already available in the site stores, within a reasonable period. The loading and unloading, transport, insurance and proper storage of those materials shall be to the cost of the contractor.

The contractor shall be responsible for the proper handling and storage of these materials from the time of their receipt upto the time of taking over of the completed equipment by the Purchaser. Yards and stores provided by the contractor for stacking and storage of materials shall be open for inspection by the Purchaser as and when required. The cost of handling and storage shall be to contractor's account.

34.0.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 TGTRANSCO's standard terms of payment within a period not exceeding the deliveries accepted therein.

35.0. OWNER'S LIEN OF EQUIPMENT:

The Purchaser shall have lien on all equipment including those of the CONTRACTOR brought to the 'Site' for the purposes of erection, testing and commissioning of the equipment. The Purchaser shall continue to hold the lien on all such equipment throughout the period of 'Contract'. No material brought to the 'Site' shall be removed from the 'Site' by the CONTRACTOR and/or his SUBCONTRACTORS without the prior written approval of the PURCHASER/ ENGINEER.

36.0. TIME FOR COMPLETION AND EXTENSION OF TIME:

Please refer the relevant Clause of General Conditions for Erection (GCE) of bidding documents.

37.0.ACKNOWLEDGEMENT:

This order is sent to you in duplicate, please acknowledge the receipt of this order with your confirmation of its acceptance by you and the duplicate copy enclosed may please be returned with your signature with Company's Seal in token of your acceptance.

Yours faithfully,

K. Suresh 28/11/24

CHIEF ENGINEER/TRANSMISSION
(Acting for and on behalf of TGTRANSCO)

WE ACCEPT THE TERMS AND CONDITIONS OF THIS PURCHASE ORDER

SIGNATURE OF THE CONTRACTOR
WITH SEAL AND DATE

Copies to:

The Chief Engineer/Metro Zone/TGTRANSCO/
The Chief Engineer/Rural Zone/TGTRANSCO/
The Chief Engineer/Warangal Zone/TGTRANSCO/
The Chief Engineer/Karimnagar Zone/TGTRANSCO/
The FA & CCA (Accounts)& CFO/TGTRANSCO/VidyutSoudha/Hyderabad.
The Superintending Engineer /OMC/Metro-Central/TGTRANSCO/Hyderabad.
The SAO (Pay & Accounts) /TGTRANSCO/VidyutSoudha/Hyderabad.