

TRANSMISSION CORPORATION OF TELANGANA LIMITED

From:
Chief Engineer,
400kV, TGTRANSCO,
VidyutSoudha,
Hyderabad - 500 082
Email:ce.400kv.vs@tgtransco.com

To
M/s. Asa Bhanu Technical Services Ltd.,
The Water Mark Building, 13th floor
Plot No. 11, Survey No. 9, Kondapur
Hyderabad 500 084

**P.O.No 1042 /OM-01 /(SAP.PO.No. 5500001081)/CE/400kV/SE-II/D3-A2/
e-EHVT-01/2025-26/D.No. 323 /2025, Dt: 16.12.2025.**

Sir,

Sub: Specification No. e-EHVT-01/2025-26- Design, engineering, manufacturing, testing before dispatch, loading, supply and unloading for destination including transportation of material for Diversion of 400kV QMDC line from Telangana STPP(NTPC)(2X800MW) to 400/220/132kV Narsapur SS between Loc.No.292 and 293 of length 0.5kMs (approx.) for carrying out the BG Railway Track laying work between Siricilla and Siddipet section on Turnkey Basis under Deposit Contribution works- **Detailed Supply Purchase Order** - Issued - Regarding.

- Ref: 1) Bid no. e-EHVT-01/2025-26.
2) Your offer against Bid no. e-EHVT-01/2025-26 opened on 19.06.2025 on e-procurement platform.
3) Lr.No. CE/400kV/SEII/D3-A2/F. Bid No.e-EHVT-01/2025-26/ D.No.139/25,Dt.30.07.2025
4) Lr.No.ABTS/ESE/0625/1696-00/L1,Dt.02.08.2025
5) L.O.I.No.CE/ 400kV/SE-II/D3-A2/ e-EHVT-01/2025-26/ D.No. 217A / 2025, Dt:27.09.2025.
6) Lr.No.ABTS/ESE/0625/1696-00/L6,Dt.10.10.2025 (LOI Acceptance).

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I, acting for and on behalf of and by the order and direction of the TRANSMISSION CORPORATION OF TELANGANA LIMITED (herein after called 'TGTRANSCO') accept the offer of M/s. Asa Bhanu Technical Services Ltd., Hyderabad,(here in after called'Contractor') vide ref. 5th cited against Bid Specification No.e-EHVT-01/2025-26 and further correspondence for Design, Engineering, Manufacturing, Testing before dispatch, loading, supply for destination including transportation of material for Diversion of 400kV QMDC line from Telangana STPP(NTPC)(2X800MW) to 400/220/132kV Narsapur SS between Loc.No.292 and 293 of length 0.5kMs (approx.) for carrying out the BG

Railway Track laying work between Siricilla and Siddipet section on Turnkey Basis under Deposit Contribution works, for a total amount of Rs. 3,29,98,564.39 (Rupees Three Crores Twenty Nine Lakhs Ninty Eight Thousand and Five Hundred and Sixty Four and paise Thirty Nine Only) as detailed in Schedule-Aenclosed, subject to the terms and condition set out in this order. This order is issued in regularization of 'Letter of Intent' issued in the reference 5th cited.

1.0. SCOPE:

The Scope of this order covers Design, Engineering, Manufacturing, Testing before dispatch, Loading, Supply and unloading for destination including transportation, Insurance and storage of material complete with accessories required for Diversion of 400kV QMDC line from Telangana STPP(NTPC)(2X800MW) to 400/220/132kV Narsapur SS between Loc.No.292 and 293 of length 0.5kMs (approx.) on turnkey basis as detailed below:

- (i) Fabrication including supply of steel for Towers, Stubs & Templates, other necessary fittings like hanger rods, D-shackles etc., galvanizing, proto type assembly and correction of shop drawings and approval of BOMs at works before dispatch, packing, supply and delivery FADS (free at destination site/stores) of 400kV QMDC transmission line towers. One set of template painted for each type of towers and tower extensions shall be supplied to TGTRANSCO after completion of erection work.
- (ii) Redrawing of existing structural and shop drawings of all the towers being used in the project using AutoCAD with scale duly certifying their correctness and to be handed over to TGTRANSCO in hard and soft copies before clearing the material for mass fabrication.
- (iii) Design of specific towers/extensions/strengthening if required in the project at no additional cost including detailing, proto testing, furnishing of Bill of Material (BOMs) drawing etc. All the relevant drawings in AUTO CAD to the scale with reproducible tracings in such cases shall also be supplied to TGTRANSCO by the contractor at free of cost.

- (iv) The new tower designs developed shall be got approved by CPRI, Bangalore.
- (v) Design, manufacture, engineering, inspection, stage testing and testing before despatch, packing, delivery and unloading at site/stores of Bolts & Nuts, Washers, Tower accessories, ACSR Moose Conductor, 120kN & 160kN Disc Insulators, GSS Earthwire, Hardware Fittings for Insulator string & Accessories required for Conductor & Earthwire, OPGW & OFAC along with Hardware, as detailed in specification.

Also the contract is on TURN KEY basis and hence any other items not specifically mentioned in the specification but which are required for erection, testing & commissioning and satisfactory operation of this line are deemed to be included in the scope of the contract and same shall be arranged by the contractor unconditionally.

The rates indicated in Schedule-A (Schedule of Material Quantities and prices) appended to this order are for Supply of materials.

2.0 ABSTRACT OF SUPPLY PRICES:

ABSTRACT of Schedules: (Detailed schedule of prices and items is enclosed to the Purchase Order)

Tender Percentage: 9.98% (Excess).

Schedule of Material Quantities and prices (Schedule –A)

Sl.No.	Description	Total Amount in Rs.
1	Schedule of Prices for supply of Towers, Tower Accessories and Sub-items	Rs. 3,29,98,564.39
(Rupees Three Crores Twenty Nine Lakhs Ninety Eight Thousand and Five Hundred and Sixty Four and paise Thirty Nine Only)		

3.0 PRICES AND PRICE ADJUSTMENTS:

3.1 The prices for Tower parts including Bolts & Nuts, ACSR Moose Conductor and GSS Earth wire shall be **variable**. The prices for the all other supply items shall be **firm** on all accounts such as increase in quantity of materials etc., both during and beyond the completion period.

3.2 The above prices indicated in Schedule of materials for Aare FADS (Free at Destination stores) including Freight& Insurance, Taxes, Duties and other levies whatsoever.

The Price variation clause applicable for material covered under Schedule-, is mentioned at Annexure-I.

3.3 Quantities provided in the price schedule, are tentative only. However, the Contractor shall complete all the supplies including bought out items as per requirement of the line and as per approved designs and drawings. Final quantities will be paid as per drawing/designs approved.

3.4 In case special extensions are required during execution for which designs & drawings are not available with TGTRANSCO, the same are to be developed at free of cost by the Supplier/Contractor and furnished for the approval of TGTRANSCO. The cost for the supply of these extensions will be the same as tower parts mentioned in Schedule –A.

The Tender price quoted by the Contractor is 9.98% excess than the ECV of TGTRANSCO.

4.0 TAXES AND DUTIES:

For supply of equipment & materials:

4.1 The FADS prices are inclusive of GST 18% (Over Ex works rate + Freight & Insurance).The Contractor is entirely responsible for payment of Taxes and duties, other local taxes or levies, license fee, etc., which are to be borne by him until the completion of the contract. TGTRANSCO will not entertain any claim in relation to Taxes and 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 equipment etc.

- 4.2 The Contractor will be entirely responsible for payment of taxes and duties, other local taxes or levies if any, license fee, etc., which are to be borne by the company/contractor until the completion of the contract.
- 4.3 No claim against the variation in taxes and duties or new levies in respect of the transaction between the Contractor and their vendors / sub-suppliers while procuring any components, sub-assemblies, raw materials and equipment will be entertained by the TGTRANSCO.
- 4.4 TGTRANSCO shall not bear any tax liability i.e., Income Tax, surcharge on Income Tax and any other Corporate Tax, irrespective of the mode of contracting. The contractor shall be liable and responsible for payment of taxes, under the provision of the law. The TGTRANSCO as per the respective acts will make deduction towards Income Tax, GST at source.
- 4.5 TGTRANSCO is registered under GST Act and Provisional ID is **36AAFCT0166J1Z9CIN No. U40102TG2014SGC094248**.
- 4.6 In case of interstate transactions made under IGST, the e-way bills will be processed in accordance with orders issued by the Government of India & Telangana. Necessary documents such as invoice, delivery challans, Order copies and any other documentary evidence mandated by Government for interstate movement of goods shall be produced by the contractors.

4.7 PAYMENT OF TAXES, LEVIES, DUTIES, STATUTES

- 4.7.1 Contractor shall be entirely responsible for payment of all taxes, levies, duties, other local taxes, license fees, etc.
- 4.7.2 The contractor shall pay all types of fees, levies, taxes, duties etc. required to be paid by any National or State statute, ordinance or other law or any regulation or bye-law of any local or other duly constituted authority in relation to the execution of works and by the rules and regulations of all Public bodies and companies whose property or rights are affected in any way during the

execution of works. In compliance to the above, the contractor shall keep TGTRANSCO indemnified against all such penalties and liability of every kind for breach of any statute, ordinance or law, regulation or byelaw.

- 4.7.3 Nothing in the contract shall relieve the contractor from his responsibility to pay any tax that may be levied by the Government on the turnover / profits made by him in respect of the contract.

4.8 TAX AND CESS DEDUCTABLE AT SOURCE:

As per provision of Income tax Act, applicable Income tax, GST will be deducted at source at all stages of payment of the bills and same will be remitted to the concerned department as per the rules / acts of the State / Central Government.

The GST will be deducted in accordance with the orders issued by Government of India/Telangana from time to time at the rates, as applicable under TDS at all stages of payment of the bills and same will be remitted to the concerned department as per the rules / acts of the State / Central Government.

4.9 STATUTORY VARIATION:

Any variation up or down in statutory levy or new levies introduced after calling of tender date under this specification will be to the account of TGTRANSCO and which shall be regulated in the contract agreement by agreement concluding authority.

Any increase in statutory levies will be granted by the competent Authority on production of documentary evidence of such increase by the supplier provided the variation is within the scheduled completion period of contract. This is allowed only once during delivery period i.e. at the time of delivery of goods at factory.

In cases where the Contractor does not adhere to schedule of completion date of Supply/ works and if there is any upward variation/revision in taxes

& duties after the agreed schedule completion of programme of works, the Contractor shall bear such impact of levies and if there is any downward variation/revision, the credit shall be passed on to TGTRANSCO to that extent irrespective of scheduled completion of period of contract.

In case of sub-vendor (bought out) items, no statutory variation is applicable after the acceptance of LOI.

5.0 DELIVERY PERIOD:

The supply of materials and equipment shall be completed within **Six (06) months** from the date of handing over of existing line survey profiles by TGTRANSCO.

6.0 TERMS OF PAYMENT:

The payment will be made through **TGTRANSCO**

6.1 For Supply (Equipment/material):

- i) 80% payment will be made within 30 days for the material / equipment supplied and received in complete shape at destination stores / site in good condition (i.e. Check measurement date in Form - 13). The concerned AEE / 400kV/ Field will receive the equipment / material in full shape at site and the concerned EE/400kV / Field will do the check measurement and issue the Form-13. The check measurement shall be done within five days from the date of receipt of materials. The due date for payment will be reckoned from the date of check measurement mentioned in Form-13.
- ii) 10% payment will be made after erection of equipment / material.
- iii) Balance 10% payment will be made after commissioning of equipment / material.

6.2 The bank account RTGS details furnished by the company are as follows: -

Sl.No.	Description	Bank Details
1.	Beneficiary Name	M/s. Asa Bhanu Technical Services Ltd.
2.	Beneficiary Office Address	The Water Mark Building, 13 th floor Plot No. 11, Survey No. 9, Kondapur Hyderabad 500 084
3.	Beneficiary's Bank Name and Address	HDFC Bank, Hitech City-2 Branch, Address: Stone Ridged Center, Opp Google, Kondapur, Hyderabad
4.	Beneficiary Bank Account No.	57500000756015
5.	IFSC code.	HDFC0004216

- 6.3 The payments are subject to submission of Performance Security with validity of Twelve(12) months with Two(2) months claim period as on date of check measurement of materials.
- 6.4 If the contractor has received any over payments by mistake or if any amounts are due to the TGTRANSCO due to any other reason, when it is not possible to recover such amounts under the contract resulting out of this specification, the TGTRANSCO reserves the right to collect the same from any other amount and / or Bank Guarantees given by the company due to or with the TGTRANSCO.
- 6.5 When the supplier/contractor 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 TGTRANSCO Officers, the TGTRANSCO reserves the right not to accept the bills against subsequent dispatches made by the supplier/contractor and only the supplier/contractor will be responsible for any demurrages, wharfages or damage occurring to the consignments so dispatched.
- 6.6 The supplier/Contractor has to furnish summary sheet of payment particulars with the details of item wise quantity supplied until the present consignment, quantity delivered in this consignment and balance to be delivered and corresponding amounts of payment.

6.7 The payment will be made to the Supplier under this Contract in Indian Rupees only.

6.8 The following documents specified below shall be submitted to the paying officer.

- a) Original for buyer invoice.
- b) Delivery Challan Acknowledged by the consignee (S) (6 copies)
- c) Insurance Certificate
- d) Manufacturers/Suppliers Warranty Certificate
- e) Approval of routine and Acceptance test reports.
- f) Six(6) copies of packing list
- g) Copy of Acceptance Letter of Performance Security issued by TGTRANSCO.

6.9 Where the Contractor requests for the payment in advance before the “scheduled date of payment” that would be examined by the FA&CCA(A&E)/TGTRANSCO to decide whether such facility could be extended or not and if found acceptable the Contractor should agree to offer a rebate/ discount @ 0.3% per week or part thereof for the advancement. Based on the decision, the Finance & Accounts wing will release priority payment to such Contractor after availing of the rebate/ discount.

7.0 PERFORMANCE SECURITY:

M/s. Asa Bhanu Technical Services Ltd., Hyderabad have furnished the following Bank Guarantee against Performance Security (Supply) for an amount equivalent to 10% of the supply value as per Clause No.40, Section-III of ITB against subject contract as per the L.O.I issued vide reference 5th cited as under:

S. No	BG No & Date	Amount in Rs.	Validity/ Claim period	Type of BG	Name of the Bank
1.	021GT02253000014, Dt: 27.10.2025	32,99,900/-	31.03.2027/ 30.03.2028	Performance security towards Supply	HDFC Bank, Hyderabad

- i. The performance / Additional Performance Security shall cover the 12 months over and above completion period with a further claim period of two months from date of check measurement of material/equipment.
- ii. The contractor has to furnish the requisite amendment for 10% of contract price and extend the validity of Bank Guarantee as and when requested by TGTRANSCO as per the provision of the contract.
- iii. TGTRANSCO will discharge the above bank guarantee after completion of the warranty/ Guarantee period as per the provisions of Contract.
- iv. In case of the non-execution of works within the stipulated completion period the Contractor shall extend the Bank Guarantee suitably to cover the 12 Months performance and 2 Months claim period from the expected date of commission of the project.
- v. The Bank Guarantee for Performance Security should be extended suitably in case the equipment is found defective and not attended to within the performance guarantee period or any other contractual obligations are not fulfilled.
- vi. TGTRANSCO will discharge the Performance Security after completion of the contract and within 60 days of the expiry of the warranty.

8.0 CONTRACT AGREEMENT:

The written agreement to be entered into between the Chief Engineer / 400kV / TGTRANSCO /VidyutSoudha / Hyderabad and Contractor shall be the foundation of the rights and obligations of both the parties and the contract shall not be deemed to be completed until the agreement has first been signed by the Contractor and then by the officer authorized to enter into contract on behalf of the Transmission Corporation of TELANGANA Limited (or 'TGTRANSCO').

9.0 INSPECTION AND FACTORY TESTS:

- 9.1 TGTRANSCO or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract. TGTRANSCO shall notify the Supplier in writing of the identity of any representatives retained for these purposes.
- 9.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Good's final destination. Where conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance including access to drawings and production data shall be furnished to the inspectors at no charge to TGTRANSCO.

The contractor or his authorized quality person shall accompany the inspector from TGTRANSCO without fail at the time of inspection of material/ equipment /works at the sub vendor/contractor's works and shall sign on the inspection reports. The contractor shall dispatch the materials immediately after issuing dispatch instructions with test reports approval. In case of delay(more than one month), TGTRANSCO has every right to ask the contractor to re-conduct the inspection and tests at free of cost due to the contractor's delay. The contractor shall offer the tower parts for inspection in full shape for individual towers as per approved BOM. No part quantity will be accepted.

- 9.3 The Contractor shall give TGTRANSCO/Inspector Twenty one (21) days notice by letter/mail of any material being ready for testing. The expenses of the Inspector towards all local transport, living and other incidental expenses are to the contractors account in case of foreign supplier. Unless the inspection of the tests is virtually waived, Inspector shall attend such tests within thirty (30) days from the date on which the Goods is notified as being ready for inspection/ witnessing of test, failing which, the contractor may proceed with the tests which shall be deemed to have been made in the Inspector's presence and he shall forthwith forward to the Inspector duly certified copies of the test results as per distribution schedule.

- 9.4 Material being furnished against this order shall only be dispatched when factory inspection satisfactory to TGTRANSCO and/or his representative has been conducted. Such inspection and acceptance for shipment shall not however, relieve the contractor from entire responsibility for furnishing Goods conforming to the requirement of this specification nor shall prejudice any claim, right or privilege which TGTRANSCO may have, because of the use or supply of defective or unsatisfactory Goods. Should TGTRANSCO waive the inspection, such waiver shall not also relieve the contractor in any way, from his entire obligations under this order.
- 9.5 TGTRANSCO or Inspector shall within fifteen (15) days from the date of inspection as defined herein give notice in writing to the Contractor, of any objection to any drawings, unless already approved earlier, testing procedures and testing facilities and all or any Goods and workmanship which in his opinion is not in accordance with the contract. The contractor shall give due consideration to such objection and shall either make the modifications that may be necessary to meet the said objections or shall confirm in writing to TGTRANSCO/Inspector giving reasons therein, that no modifications are necessary to comply with the contract.
- 9.6 When the factory tests have been completed at the contractor's or sub-contractor's works, TGTRANSCO / Inspector shall issue a certificate to this effect within fifteen (15) days after completion of tests but if the tests are not witnessed by TGTRANSCO/Inspector, the certificate shall be issued within fifteen (15) days of the receipt of the Contractor's test certificate by TGTRANSCO/Inspector. Failure of TGTRANSCO/ Inspector to issue such a Certificate shall not prevent the Contractor from proceeding with the Contract. The completion of these tests, or the issue of the certificate shall not bind TGTRANSCO to accept the Goods should it, on further tests after erection, be found not to comply with the contract.
- 9.7 The Goods at factory or after installation shall be capable of performing satisfactorily and shall conform to the contractor's guaranteed Technical

particulars. All tests required by this specification, including retests and inspection, that may be necessary owing to failure to meet any tests specified, shall be made at the contractor's expense. Additional tests, if necessary, shall be made to locate any such failure. After determining the cause of failure and rectifying it, specified tests shall be repeated to establish that the rectified Goods conforms the specification in every respect. Should the Goods ultimately fail to pass the tests specified, TGTRANSCO will have the option to reject the unit.

- 9.8 Should any inspected or tested Goods fail to confirm to the Specifications, TGTRANSCO may reject them and the supplier/contractor shall either replace the rejected Goods or make all alterations necessary to meet specification requirements free of cost to TGTRANSCO.
- 9.9 TGTRANSCO's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in TGTRANSCO's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by TGTRANSCO or its representative prior to the Goods' shipment from the country of origin.
- 9.10 Nothing in Clause-9.0 shall in any way release the supplier/contractor from any warranty or other obligations under this Contract.

10.0 TYPE AND ROUTINE TESTS:

- 10.1 The type tests of Insulators and Hardware & Accessories, Earthwire and OPGW along with Hardware & Accessories should be done within 5 years as per the relevant IS / IEC standard in a recognized laboratory and the test report should be submitted during the sub-vendor approval. If TGTRANSCO feels if it is necessary to conduct the type test for his satisfaction then it should be done at free of cost.
- 10.2 Contractor shall ensure before giving notices for type test that all drawings and qualifying plans have been got approved.

- 10.3 After completion of manufacture of the material/equipment, routine tests shall be performed as per relevant standards and requisite copies of test certificates shall be furnished to the TGTRANSCO. Various components of the equipment shall be routine tested in accordance with approved standards and manufacturer's standards.
- 10.4 Six (6) copies of all test reports shall be submitted for approval before shipment of equipment. The Test Reports shall indicate clearly the standard values specified for each test, to facilitate checking of the test reports with comparison of the test results with the guaranteed requirements of the specifications, standards and explanation of deviations, if any.

11.0 PACKING AND MARKING.

- 11.1 The Contractor shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the contract. The packing shall be sufficient to withstand without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into considerations where appropriate, the remoteness of the goods final destination and the absence of heavy handling facilities at all points in transit.
- 11.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract and, subject to Clause 8, GCC, Volume-I in any subsequent instructions given by TGTRANSCO.
- 11.3 In general each package shall be marked to indicate:
- a) Name of the Supplier
 - b) Details of items in the package
 - c) Name of the consignee
 - d) Purchase order number
 - e) Gross, net and tare weights of the items
 - f) Destination.

- 11.4 Refer packing and marking of the Technical Specifications for further details. All the requisite documents as per specification for delivery of equipment and material shall be submitted.

12.0 TRANSPORTATION:

- 12.1 The Contractor is required under the contract to deliver the Goods free at Destination. Transport of goods to the destination, shall be arranged and paid for by the supplier, and the cost thereof shall be included in the contract price. It shall be the total responsibility of the Contractor to ascertain transportation limitations if any before the supplies.
- 12.2 Where the Contractor is required to effect delivery under any other terms, for example, by post or to another address, the supplier shall be required to meet all transport and storage expenses until delivery.
- 12.3 In all of the above cases, transportation of the goods after the delivery at destination Site/stores shall be the responsibility of the contractor unless specified otherwise.

13.0 INSURANCE:

- 13.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation and material supplied by TGTRANSCO should be insured against storage, delivery and erection. In case of domestic goods the insurance shall be at least for an **amount equal to 110% of the cost of the goods** from “warehouse to warehouse (final destination)” and **storage up to commissioning of goods** thereafter on “All Risks” basis including War Risks and Strike Clauses. The insurance beneficiary shall be TGTRANSCO.
- 13.2 The Contractor shall arrange secure and maintain insurance as may be necessary and for all such amounts to protect the materials of TGTRANSCO against all risks till the Goods and services is taken over as detailed herein. The form and the limit of such insurance as defined herein together with the

underwriter thereof in each case shall be acceptable to TGTRANSCO. However irrespective of such acceptance the responsibility to maintain insurance at all times during the period of "Contract" shall be that of contractor alone. The contractor's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations.

- 13.3 The Contractor shall take Insurance cover in their name on behalf of TGTRANSCO. The above insurance shall be made in freely convertible currency. The contractor shall be responsible for preferring all claims and releasing the amounts from insurance. The scope of such insurance shall cover the entire value of the "Goods and Services".

Contractor 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.**

- 13.4 All costs on account of insurance liabilities covered under the contract will be on "Contractor's" account. The CONTRACTOR shall provide TGTRANSCO with a copy of all insurance policies and documents taken out by him in pursuance of the 'Contract'. Such copies of documents shall be submitted to TGTRANSCO immediately after such insurance coverage. The CONTRACTOR shall also inform TGTRANSCO 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.

The Purchase shall assist the contractor if required in obtaining Licenses/port clearances, etc., in respect of foreign supply required for the purpose of replacement of Goods lost in transit. The risks that are to be covered under the insurance shall be comprehensive and shall include but not be 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 value of the 'Works'.

- 13.5 All costs on account of insurance liabilities covered under the 'Contract' will be on CONTRACTOR'S account and will be included in 'Contract Price'. Contractors are advised to claim the bills for Supplies / works and insurance separately. Insurance claims will be paid only after getting confirmation from the Insurance companies. Wherever the bills are claimed combined, the insurance amount will be excluded initially and paid only after getting the confirmation from the insurance companies, so that the main bills are paid without delay. This clause shall be read with Clause No. 10.0 of GCC and Clause No. 29.0 of GCE of Volume-I of Specification.

14.0 DISPATCH INSTRUCTIONS:

The details of Consignee and Paying Officer for supply of equipment and materials are as follows. The equipment and materials covered in Schedule-A shall be delivered to the site after getting approval from TGTRANSCO.

Sl. No.	Address for Dispatch	Consignee	Paying officer.
1.	Site Stores of Diversion of 400kV QMDC line from Telangana STPP(NTPC)(2X800MW) to 400/220/132kV Narsapur SS between Loc.No.292 and 293 of length 0.5kMs	Executive Engineer/ 400KV/Const-II/Metro/Hyd	Superintending Engineer/ 400kV /Construction/ Metro/Hyderabad

TGTRANSCO reserves the right to allot any surplus material from TGTRANSCO stores to project site and in such cases transportation charges which shall be inclusive of packing will be paid as per prevailing SSR rates and the Contractor has to transport such material invariably and the balance quantity of material shall only be offered for supply.

15.0 VARIATION IN QUANTITIES:

The quantities indicated in the Schedule-A (Materials / Equipment) are only provisional and are likely to change during actual execution.

For material and equipment covered in Schedule –A:

The rates accepted for individual items of material / equipment (except for material/equipment for which Price variation is applicable) covered under Schedule- A shall hold good for the actual quantities of material supplied, including any increase necessitated during actual execution.

16.0 TGTRANSCO RIGHT TO VARY THE SCOPE DURING THE PERIOD OF CONTRACT:

- 16.1 TGTRANSCO may change the scope of the contract (No. of bays etc.) based on the priorities and may subsequently extend for balance scope with the prices quoted if required.
- 16.2 TGTRANSCO reserves the right to increase or decrease the scope stated above as per requirement up to + or - 50% during the execution of the order with quoted prices.

17.0 SUPPLEMENTAL/NEW ITEMS AND PROCEDURE FOR WORKING OUT RATES.

- 17.1 The contractor is bound to execute Supplemental / new items that are found essential, incidental and inevitable during execution of the contract at the rates to be worked out as below : -
- 17.2 For the items relating to Schedule-A where the rates of new items cannot be deduced from the estimate, the rate payable will be arrived based on the prevailing market rates duly enquiring / collecting quotations and observing the reasonableness of the rates by TGTRANSCO.
- 17.3 The Schedule time required to complete the new / supplemental items including the balance work will be indicated in the approval letter issued for new / supplemental items.
- 17.4 The contractor shall plan and procure the materials indicated in Schedule – A duly verifying with the approved layout and profile so that the procured quantities match with actual requirements to avoid excess supply of materials.

18.0 WARRANTY/GUARANTEE:

18.1 The Contractor shall guarantee, among other things the following:

- i. The materials/ equipment supplied and erected shall be guaranteed for satisfactory operation for a minimum period of 12 months from the date of commissioning of works / project. Till the time of completion of commissioning, Bank Guarantee for performance security and Bank Guarantee for final payment shall be valid to cover Guarantee/warranty period with claim period of two months.
- ii. Quality and strength of materials / equipment used.
- ii. Adequate factors of safety for the material / equipment to withstand the mechanical and/or electrical stresses developed therein.
- iii. The delivery and erection periods given in the Bid.
- iv. The Contractor shall warrant further that the services to be carried out under this contract shall conform with generally accepted professional standards and engineering principles.

However any Engineering error, omission, wrong provision, Goods failure etc., shall be attended to by the Contractor up to and on the date of actual Commissioning of the Goods without any revision in the price or extra cost.

18.2 If during the period of guarantee, any of the materials, are found defective and/or fail in test or operation, such materials, shall be repaired or replaced by the Contractor free of cost to the TGTRANSCO irrespective of the reimbursements from the insurance company within reasonable time which shall in no circumstance be more than Thirty(30) days or such other reasonable time as the TGTRANSCO may deem proper to afford failing which the cost of the failed material will be deducted from the subsequent bills/Bank Guarantee.

18.3 The contractor shall bear all the expenses incurred in connection with the repair or replacement against such defective Goods inclusive of all freight

both inland overseas, insurance, customs levies, forwarding and clearing and demurrage and other incidental charges involved in delivering the said Goods to TGTRANSCO's specified destination. The decision whether correction of the defects should be by the repair or replacement shall be the sole discretion of TGTRANSCO.

Provision of this clause shall also apply to all materials and services repaired or replaced under the provision of this until the expiration of period of 12 (twelve) months from the date of such repair or replacement.

- 18.4 In case of replacement/repair of any material/works after commissioning of the Sub-Station and before expiry of Guarantee / Warranty period, the contractor shall furnish separate bank guarantee valid for 12 Months with 2 months claim period from the date of repair / replacement covering the value of such materials / works.
- 18.5 The cost of any special or general overhaul rendered necessary during the guarantee period due to defective Goods and Services furnished by the contractor shall be borne by the contractor.
- .
- 18.6 The taking over of the Goods and services by the TGTRANSCO shall in no way relieve the contractor of his obligation under this clause.
- 18.7 The Contractor shall co-operate with the TGTRANSCO in all ways in repair or replacement of the defective part, so as to minimize to the extent possible the interruption in operation of Goods.
- 18.8 Where the sub-contractors provide longer periods of warranty than mentioned above, the TGTRANSCO shall be entitled for such longer guarantees.
- 18.9 If the Supplier, having been notified, fails to remedy the defect(s) within a reasonable period, the TGTRANSCO may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the TGTRANSCO may have against the Supplier under the contract.

18.10 The Contractor's full and extreme liabilities under this clause shall be satisfied by the payments to the TGTRANSCO of the extra cost, of such replacement procured including erection as provided for in the contract, such extra cost being the ascertained difference between the price paid by the TGTRANSCO for such replacements and the contract price portion for such defective plants. Should the TGTRANSCO not so replace the defective plant, the contractor's extreme liability under this clause shall be limited to repayment of all sums paid by the TGTRANSCO under the contract for such defective plant.

19.0 FORCE-MAJEURE CONDITIONS:

19.1 Notwithstanding the provisions of clauses 21, 22 and 23 of Section GCC of Volume-I of Specification the Contractor/Supplier shall not be liable for forfeiture of his performance security, Penalty 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.

19.2 For purposes of this clause, "Force Majeure" means an event beyond the supplier/contractor and not involving the supplier's/contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, wars or revolutions, fires, earthquakes, floods, epidemics, quarantine restrictions, freight embargoes, riots, civil commotions.

19.3 If a Force Majeure situation arises, the supplier shall promptly notify TGTRANSCO in writing of such condition and the cause thereof. Unless otherwise directed by TGTRANSCO in writing, the supplier shall continue to perform its 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.

20.0 PENALTY FOR LATE SUPPLIES:

The completion period mentioned in the Clause No.5 of this Order is the essence of contract. Penalty will be levied as follows for the delay in supply of material.

- 20.1 In case of delay in supply of material / equipment beyond over all completion period, whatever may be the reasons, the TGTRANSCO shall levy and collect the penalty @ 0.5% per week of the delay on the delayed value of the material / equipment subject to a maximum of 10% of the total value of the contract. Once the maximum is reached, TGTRANSCO shall consider termination of the contract.
- 20.2 The right of the TGTRANSCO to levy penalty shall be without prejudice to its rights under the law including the right to get the balance supplies from other agencies at the risk and cost of the Contractor. And also in case the Contractor fails to execute the supplies as per the program or in the opinion of TGTRANSCO, the supplies are progressing at a slow pace, TGTRANSCO reserves its right to get the balance supplies executed through other agencies at the risk and cost of the Contractor. This is in addition to the right of the TGTRANSCO to forfeit the deposit, to recover any damage from the contractor and also blacklisting.
- 20.3 The date of receipt of materials/equipment at the destination stores in good condition (The date of Check measurement in Form-13) will be taken as the date of delivery.
- 20.4 For penalty, the number of days of delay would be rounded off to the nearest week and interest calculated accordingly. Materials / equipment which are not of acceptable quality or are not conforming to specification would be deemed to be not delivered. The penalty specified shall be levied and would be adjusted against same bill / subsequent pending bills.

20.5 Penalty shall be calculated while admitting the final bill, duly taking into account, extension of completion period if any, and the penalty shall be recovered along with applicable GST.

20.6 However to ensure availability of sufficient amount for deducting penalty a recovery of 0.5% of the value of supply/work, delayed, per week(or part thereof, as the case may be) shall be adjusted against the Penalty (+GST) levied while admitting the final bill.

Please refer clause No. 22 GCC of Volume –I of Specification.

21.0 QUALITY ASSURANCE PROGRAMME:

For supply:

21.1 The Contractor shall invariably furnish Quality Assurance Plan giving the following information. Information shall be separately given for individual type of equipment offered.

- i) Statement giving list of important raw materials, names of sub suppliers for the raw material, list of standards according to which the raw material are tested, list of tests normally carried out on raw material, copies of test certificates.
- ii) Information and copies of test certificates as in (i) above in respect of bought out items.
- iii) List of manufacturing facilities available.
- iv) Level of automation achieved and list of areas where manual processing exists.
- v) List of areas in manufacturing process, where stage inspections are normally carried out for quality control and details of such tests and inspections.

21.2 The material shall conform in all respects to high standards at engineering, design, workmanship latest revisions of relevant standards at the time of ordering and Purchaser shall have the power to reject any work or material which in his judgment is not in full accordance therewith.

22.0 MATERIAL AND WORKMANSHIP:

- 22.1 All materials used in the manufacture of the tower and tower accessories and all bought out items shall be conforming to relevant standards given in the Volume-II of the specification.
- 22.2 All material shall be of the best class and shall be capable of satisfactory operation in the tropical and service conditions indicated in the specification without distortion or deterioration.
- 22.3 The entire material shall be capable of withstanding the severest stress likely to occur in actual service and for resisting rough handling during transport.

23.0 APPROVAL OF SUB-VENDORS:

The sub-vendor items required for 400kV transmission lines shall be supplied invariably from approved sub vendors of TGTRANSCO/ PGCIL. After award of Contract, the Contractor should submit qualification requirements of Sub-vendors along with credentials as mentioned at Clause No. **5.0** of Section-Qualifying Requirements of Vol-I of specification, for approval. All the drawing shall be got approved prior to the manufacturing of the material.

24.0 GUARANTEED TECHNICAL PARTICULARS:

The Guaranteed Technical Particulars relating to Towers & Tower Accessories shall be in accordance with the specification. The Guaranteed Technical Particulars of bought out materials to be supplied by the Contractor through his sub-vendors along with their names as per Clause. No. 5.0 of Section-II Qualifying Requirements of Volume-I and as per technical details mentioned in Volume-II of the specification, shall also be furnished.

25.0 TERMINATION OF CONTRACT:

The TGTRANSCO may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier/ Contractor, terminate the contract in whole or in part.

- a) If the supplier/Contractor fails to deliver any or all of the goods and to complete any or all works commensurate with progress of completion within the time period(s) specified in the contract or any extension thereof granted by the TGTRANSCO.
- b) If the supplier/Contractor fails to perform any other obligation(s) under the contract.
- c) If the supplier/Contractor, in the judgment of the TGTRANSCO has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

If it is found that supplies and progress of works are not commensurate with the program of completion or if the contractor does not fulfill his obligations as per the terms of the specification TGTRANSCO will be entitled to terminate the contract in part or full by giving 15 days' notice and get the balance works completed through other agencies at the contractor's cost and risk.

- d) Warning letters will be issued by the TGTRANSCO if the progress is not satisfactory. If the progress continues to be poor even after the second warning letter, show cause notice/final notice will be issued by the Chief Engineer/400kV. If no satisfactory reply is received or the progress of the works are not improved within 15 days of issue of the final notice/show cause notice, the Chief Engineer / 400kV shall terminate the agreement, which will be followed by stoppage of all payments to the contractor, encashment of the BGs, and after termination of contract the balance works/supplies shall be completed through alternate agencies at contractor's risk and cost.

The contractor so penalized shall be blacklisted for 3 years from the date of termination of contract.

- e) In the event of termination of contract due to delay attributable to the contractor, TGTRANSCO is entitled to get back equipment/material from the contractor for the payment already made but the material is not put to use, and then get the works done by other agency/agencies for completion of contract by using the said recovered material. The contractor shall have no objection in this regard.
- f) However, the Supplier /Contractor shall continue performance of the Contract to the extent not terminated.

26.0 APPLICABLE LAW & JURISDICTION:

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

27.0 CORRESPONDENCE:

All the correspondence regarding the technical matters /works / payments and other field matters shall be addressed to the Superintending Engineer / 400kV/Construction / Metro/TGTRANSCO with copies marked to this office.

28.0 GENERAL CONDITIONS OF CONTRACT:

Except it is provided otherwise in this contract, all the general, technical, commercial terms and conditions stipulated in the bidding documents for this contract shall be complied with.

29.0 DETAILS OF ENCLOSURES:

The following are the enclosures to this order, which form part of the contract.

1. Annexure - I (Price Variation Clause)
2. Schedule -(A) Prices.

Please note that all terms & conditions of Volume-I of specification will form part of this Order.

Yours faithfully,

CHIEF ENGINEER/ 400kV
(For and on behalf of TGTRANSCO)

Copy to be returned to TGTRANSCO by the Contractor duly signed on every page of this order in acknowledgement and acceptance of this order.

We accept the terms and conditions of this order.

SIGNATURE OF THE CONTRACTOR.

Copy to:

1. FA&CCA (A&E)/TGTRANSCO/Vidyut Soudha.
2. Chief Engineer/ Telecom /TGTRANSCO/Vidyut Soudha.
3. Chief Engineer/Civil/TGTRANSCO/Vidyut Soudha.
4. Superintending Engineer/400kV/Construction/Metro/Hyderabad.
5. Superintending Engineer-1/Civil/Vidyut Soudha.
6. Executive Engineer/400KV/Const-II/Metro/Hyderabad
7. DE (T) to Director (Projects)/TGTRANSCO/Vidyut Soudha.
8. SAO/P&A/TGTRANSCO/Vidyut Soudha/Hyderabad.
9. AO, O/o. Superintending Engineer/400kV/Construction/Metro/Hyderabad.

Annexure- I

P.O.No 1042 /OM-01 /(SAP.PO.No. 5500001081)/CE/400kV/SE-II/D3-A2/e-EHVT-01/2025-26/D.No. 323 /2025, Dt: 16.12.2025.

Date of tender opening: 19.06.2025.

For supply

The Price Variation applicable in respect of the items Transmission towers including Bolts & Nuts, ACSR Moose Conductor and GSS earth wire is subject to the following conditions:

- (a) Price variation shall be applicable for both upward and downward variation in prices.
- (b) The indices adopted for calculation of price variation shall be
 - For Transmission line towers including Bolts & Nuts - IEEMA
 - For ACSR Moose Conductor - CACMAI
 - For Earth wire - CACMAI
- (c) The price variation is limited to maximum of 50% over the Price quoted/accepted mentioned above (own manufactured / bought out items as the case maybe). However there is no ceiling for negative variation.
- (d) If the delivery of the material is within the scheduled delivery period, the Price variation applicable will be based on the actual delivery (the date on which Transmission line towers are notified as being ready for inspection / dispatch) for transmission towers and check measurement date as per Form-13 in case of conductor and earth wire.
- (e) In the case TGTRANSCO advance the delivery, the price variation applicable will be based on the actual delivery (the date on which Transmission line towers are notified as being ready for inspection / dispatch) for transmission towers and check measurement date as per Form-13 in case of conductor and earth wire.

- (f) If the date of delivery as defined in the P.V. formula is beyond the contracted delivery date, the contracted delivery date or the actual delivery date (the date on which Transmission line towers are notified as being ready for inspection / dispatch) for transmission towers and check measurement date as per Form-13 in case of conductor and earth wire) whichever is advantageous to TGTRANSCO will form the basis for calculation of price variation.
- (g) Notwithstanding the formula applicable for regulating the price variation, if at any time any documentary evidence or certificate in regard to the price variation bills is required by TGTRANSCO, the supplier will have to furnish the same to TGTRANSCO.
- (h) The proportionate taxes and duties on such increase or decrease in the price is to the TGTRANSCO's account, as per actual on production of the gate pass relating to the consignments for which price variation is claimed.
- (i) Further, price variation if any indicated in Bid document in respect of sub-vendor items will be considered on tender prices.
- (j) The price variation amount can be claimed for each batch of supplies made from time to time (out of total quantity) and will be payable after due verification.
- (k) In specific cases for which the contractor is not responsible, extension of the agreement period may be given duly rescheduling the programme of delivery with the approval of competent authority. In all such cases, TGTRANSCO will consider application of Price variation clause case to case.

(i) Applicable formula for calculating Price Variation for Transmission towers including Bolts & Nuts

“Price variation clause in the Tender specification are provisional and all modification/updates issued by IEEMA from time to time are applicable for TGTRANSCO turnkey projects. The Price variations will be

calculated using IEEMA PV CALCULATOR(whenever applicable) which includes all modifications issued by IEEMA from time to time.”

Prices are variable. Price Variation will be calculated according to IEEMA formula as given below.

$$P = \frac{P_o}{100} \left\{ 9 + 35 \times \frac{SBLR}{SBLRo} + 27 \times \frac{SBIR}{SBIRo} + 13 \times \frac{Zn}{Zno} + 16 \times \frac{W}{Wo} \right\}$$

Wherein,

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

Po = Price quoted/accepted

SBLRo= **46,479/-** Price of Steel Blooms Retail

This price is as applicable on the 1st working day of the month, One month prior to the date of tender opening.

SBIRo = **48,765/-** Price of Steel Billets Retail

This price is as applicable on the 1st working day of the month, One month prior to the date of tender opening.

Zno = **2,66,900/-** Price of Electrolytic high grade zinc

This price is as applicable on the 1st working day of the month, One month prior to the date of tender opening.

Wo = **143/-** All India average consumer price index number for industrial workers, published by the Labour Bureau, Ministry of Labour, Govt of India (Base : 2016 = 100). This index number is as applicable on the first working day of the month, three months prior to the date of tender opening.

SBLR= Price of Steel Bloom Retail

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

SBIR = Price of Steel Billets Retail

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

Zn = Price of Electrolytic high grade zinc

This price is as applicable on the 1st working day of the month, two months 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 first working day of the month, four months prior to the date of delivery.

The date of delivery is the date on which Transmission line towers are notified as being ready for inspection / dispatch (in the absence of such notification, the date of manufacturer's dispatch note is to be considered as the date of delivery).

(ii) **PRICE VARIATION FOR ACSR MOOSE CONDUCTOR**

The price shall be based on and subject to adjustment due to variation in the following factors:

- i) E.C. Grade Aluminium **(Base:2,89,600/-)**: The ex-works cost of indigenous E.C. grade aluminium wire rod based on average price of M/s. Nalco, Balco, Hindalco, and Malco as given in CACMAI circulars prevailing as on 30 days prior to the Bid opening.
- ii) HTGS Wire **:(Base: 1,59,250/-)**The ex-works cost per MT of HTGS wire exclusive of duties and taxes prevailing as on 30 days prior to the Bid opening corresponding to 3.00 to 4.09 mm size, as given in CACMAI circulars prevailing as on 30 days prior to the Bid opening.
- iii) The above basic prices of raw materials will remain unaltered during the execution of contract.

- iv) For any variation up or down in the prices of raw materials as defined above, for every one rupee change in the rate of one MT of EC grade aluminium wire rod and HTGS wire the corresponding increase or decrease in price per KM of finished conductor allowable shall be as given below:

CONDUCTOR TYPE	Variation in Rs. Per Km of Conductor	
	For Aluminium	For HTGS wire 3.00 mm to 4.09 mm
MOOSE ACSR CONDUCTOR	1.467	0.537

$$P = P_0 + 1.467 * (Al - Al_0) + 0.537 * (St - St_0)$$

- v) For the purpose of calculation of price variation, the prices of HTGS wire and EC grade aluminium shall be taken as those prevailing on the first working day of the calendar month one month prior to the date of delivery.
- vi) The Base and final prices/ indices shall correspond to same manufacturers as given in the CACMAI.
- vii) The date of delivery shall be the date of receipt of materials in good condition at destination stores (i.e. check measurement date as per Form-13) for the purpose of the price variation calculations.
- viii) Irrespective of increase in the prices of raw materials, the price increase per km of the conductor in the Price quoted / accepted will be limited to a maximum of 50% over the original Price quoted / accepted mentioned above (own manufactured / bought out items as the case maybe). However there is no ceiling for negative variation.
- ix) In case of conductors, where the supplier makes his own arrangements to get the Rod made out of Aluminium Ingots, the prices of Aluminium Rod as per CACMAI mentioned above will only be taken into consideration for arriving at the price variation claims irrespective of whatever expenditure the supplier might have incurred in getting the ingot converted into Rod.

(iii) **PRICE VARIATION FOR GSS EARTHWIRE:**

- i) The formula for calculation of the price adjustment to be applied to the Price quoted / accepted component of Galvanised Steel Earth wire is as below:

$$EC_{EW1} = EC_{EW} [0.15 + 0.74 (A_1/A_0) + 0.11(L_1/L_0)] - EC_{EW}$$

Where,

EC_{EW1} = Price adjustment amount payable on Price quoted / accepted of Earth wire, shipment-wise.

EC_{EW0} = Ex-works price for Earth wire, shipment-wise.

A_0 = **159250/-Published** price indices for high tensile steel galvanized wire, as published by CACMAI.

L_0 = **144/-All India** consumer price index for industrial workers as published by Labour Bureau, Shimla (Govt. of India).

- a) Subscript '0' refers to indices as on thirty (30) days prior to date of opening of Bids, for materials &labour.
 - b) Subscript '1' refers to indices as on 60 (sixty) days prior to the date of delivery, for materials &labour.
- ii) The Base and final prices/ indices shall correspond to same manufacturers as given in the CACMAI.
- iii) The date of delivery shall be the date of receipt of materials in good condition at destination stores (i.e. check measurement date as per Form-13) for the purpose of the price variation calculations.

- iv) Irrespective of increase in the prices of raw materials, the price increase per KM of the conductor in the Price quoted / accepted will be limited to a maximum of 50% over the original Price quoted / accepted mentioned above(own manufactured / bought out items as the case maybe. However there is no ceiling for negative variation.

However, the PV calculations for above material/equipments will be calculated as per the latest amendments (if any) for formulas issued by IEEMA/CACMAI.

CHIEF ENGINEER / 400kV