

# TRANSMISSION CORPORATION OF TELANGANA LIMITED VIDYUT SOUDHA, HYDERABAD – 82

(TIN NO. 36270120612)

From To

The Chief Engineer (P&MM), M/s.ECE Industries Limited, TGTransco, Delhi Road, SONEPAT-131001, Vidyut Soudha, Haryana. Fax:0130-2218143

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# Repeat. PO.No.**4500003361** /CE/P&MM/SE(P&MM)/DE22/TSPMM25-09/2024/50MVA ECE/ D.No. 1823 /2025 , Dt. 04 -09-2025

Sirs.

Sub: TGTransco- Supply of 10Nos. 50 MVA 132/33 kV Power Transformers (Lot-I:5Nos. and Lot-II: 5 Nos.) – Detailed Repeat Purchase Order – Issued - Reg.

Ref: 1) Tender Specification No. TSPMM25-09/2024.

- 2) Your offer against Tender Specification No. TSPMM25-09/2024.
- 3) Original P.O.No.4500003290/CE/P&MM/SE(P&MM)/DE2/ TSPMM 25-09/2024/50 MVA ECE /D.No.1397 , Dt.19-10-2024
- 4) Lr No./CE(P&MM)/ SE(P&MM)//DE2/ TSPMM 25-09/2024/50 MVA ECE / D.No.1404 ,dt.01-11-2024.
- Lr.No.CE/P&MM/SE(P&MM)/DE2/ TSPMM 25-09/2024/50 MVA ECE /D.No.1426, Dt.27-11-2024
- 6) Lr No./CE(P&MM)/ SE(P&MM)//DE2/ TSPMM 25-09/2024/50 MVA ECE / D.No.1436, dt.05-12-2024.
- 7) Lr No./CE(P&MM)/ SE(P&MM)//DE2/ TSPMM 25-09/2024/50 MVA ECE / D.No. 1559, dt.15 -02 -2025.
- 8) Extn. PO.No.**4500003319**/CE/P&MM/SE(P&MM)/DE22/TSPMM25-09/2024/50MVA ECE/D.No.1601 /2025 , Dt. 15 -03-2025.
- 9) Lr.No. PVR/ECE/TG/1945/2024-25/NR, Dt:19.03.2025.
- 10) Lr.No, CE/P&MM/SE(P&MM)/DE22/ECE 50 MVA/Ext.Order/D.No.1680/2025, Dt.20-05-2025.

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I, acting for and on behalf and by the order and direction of Transmission Corporation of Telangana Limited (hereinafter called the TGTransco), place the Repeat Purchase Order as per the provision of the clause 5.8 of purchase manual of TGTransco for supply of 50 MVA 132/33 kV Power Transformer – 10 Nos.( Lot-I:5Nos. and Lot-II: 5 Nos.) detailed in Clause-2 below, with the same scope, prices, terms and conditions set out in the Original purchase order and Tender Specification cited under ref.(2 &1). This repeat purchase order is issued in confirmation of your concurrence under ref (9) cited.

**1.0. 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.

# 2.0 SCHEDULE OF SUPPLY: (Schedule of Quantities and Prices for supply):

a) The total prices for supply of 50 MVA 132/33 kV Power Transformer – 10 Nos. (Lot-I:5Nos. and Lot-II: 5 Nos.) as per the prices of original purchase order at reference (4) are indicated below:

Sl.No.	Item		Amount in Rs.	
<b>Transformer rating: 5</b> 0 MVA 132/33 kV Power Transformer				
Lot No.		Lot-I:5Nos	Lot-II:5Nos	
1	Unit Ex-works price including 1st fill of oil	3,29,60,000.00	3,29,60,000.00	
2	Unit Freight	13,45,000.00	13,45,000.00	
3	Unit Packing and Forwarding	0.00	0.00	
4	Unit Transit Insurance	5000.00	5000.00	
5	Unit prices for supply without GST	3,43,10,000.00	3,43,10,000.00	
6	GST on supply portion @18%	61,75,800.00	61,75,800.00	
7	Unit FADs price for supply portion with GST	4,04,85,800.00	4,04,85,800.00	
8	Quantity in Nos.:	5	5	
9	Total Cost per each Lot	20,24,29,000.00	20,24,29,000.00	
10	Total Purchase Cost for Supply of 10Nos 50 MVA 132/33 kV Power Transformer (Lot-I: 5Nos and Lot-II: 5Nos) including GST@18%	Rs. 40,48,58,000 /-		

(Rupees Forty Crore Forty Eighty Lakhs Fifty Eight Thousand Only)

This extension order is also governed by the scope, all terms and conditions as stipulated in the original purchase order cited at reference (4) and the Tender Specification No. TSPMM 25-09/2024.

- b) The prices accepted above are free at destination sites/stores.
- c) The prices for Power Transformers are variable as per IEEMA with a ceiling of + 50% and no ceiling on negative variation. **The date of bid opening is 25-04-2022. The base indices will be as prevailing on 01-03-2022.** The applicable IEEMA PVC formulae are indicated in the original purchase order.
- d) The dispatch of the equipment is by road only. The transit insurance shall include storage cover for 45 days at stores/site.
- e) The present rate of IGST @18% is applicable.
- f) You shall claim prices indicated in P.O. in your regular bills. The price variation bills

will be paid separately, after approval of relevant price variation claims and after deduction of recoveries/penalties if any against the supplies made. If the date of delivery as defined in the P.V. formula is beyond the contracted delivery date, the scheduled delivery date or notified date of inspection or the actual delivery date which ever is advantageous to the Purchaser will form the basis for calculation of price variation.

- g) If any payment is made errounously, TGTransco reserves the right to recover the same from your future bills/BGs
- h) The Price is inclusive of all incidental charges such as packing, forwarding, handling, loading and other incidentals. However, unloading of the Transformer is to TGTransco account.
- i) Further, the following may also be noted:
  - i) e-invoicing (IRN) is mandatory for businesses whose aggregate turnover exceeds 5 crores in a financial year;
  - ii) A declaration for turnover shall be submitted in case of non applicability of e- invoicing.
  - iii) Copy of the GST payment challan and proof of filing of GST return (the latest bill copies or previous bill copies) shall be submitted along with the bills/invoices. Submission of the above documents may be ensured by DDO/UO while processing the bills."

## 3.0 LOT Wise DELIVERY SCHEDULE:

The supplies shall commence with 1No.transformer within <u>Seven</u> months from the date of issue of Repeat purchase order and balance @ 1 No. per month thereafter for each Lot. Accordingly, the delivery schedule of transformers is as follows:

Transformer Capacity	50 MVA 132/33kV Power Transformers		
Number of Transformers	Lot-I:5 Nos	Lot-II:5 Nos	
Delivery by			
(i) 03.04.2026	1 No. Tr.	1 No. Tr.	
(ii) 03.05.2026	1 No. Tr.	1 No. Tr.	
(iii) 03.06.2026	1 No. Tr.	1 No. Tr.	
(iv) 03.07.2026	1 No. Tr.	1 No. Tr.	
(v) 03.08.2026	1 No. Tr.	1 No. Tr.	

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

# **4.0 PERFORMANCE SECURITY:**

Performance security shall be furnished for an amount of 10% of the contract value i.e for **Rs.4,04,85,800** /- ( **Four Crores, Four lakhs, Eighty Five Thousand and Eight Hundred only)** (for proper fulfillment of the contract, which will include the warranty period and completion of performance obligations including Warranty obligations. The Performance security will cover 60 days beyond the date of completion of performance obligations including Warranty obligations.

In the event of any correction of defects or replacement of defective material during the

warranty period, the warranty for the corrected/replaced material will be extended to a further period of 30 months and the Performance Bank Guarantee for proportionate value will be extended 60 days over and above the extended warranty period. The proceeds of the performance security will be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

The performance security will be...

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

The performance security will be discharged by the Purchaser and returned to the Supplier not later than sixty (60) days after the expiry date.

Failure of the successful Bidder to comply with the above requirement will entail cancellation of the award and forfeiture of the Bid Security.

In case where the performance security is not yet paid, the bid security will be forfeited and the balance to makeup the performance security deposit will be deducted from pending payments any due to the bidder from TGTransco on other orders. In addition the company will also become liable for black listing by TGTransco.

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

#### 5.0 **PAYMENT:**

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

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. The supplier shall directly address the Executive Director/Finance for release of advance payment against the discount offered duly submitting the Form-13.

By way of Electronic Fund Transfer (EFT) with RTGS details of Bank Account of M/s. ECE Industries Ltd., Haryana as follows:

1. Name of the Bank Bank of Baroda

2. Gurudwara road, Sonepat **Branch Address** 

3. Branch code 01 4. City

Sonepat 5. Account No. 010605000000002

110012089 6. MICR code

7. IFSC No. **BARB 0 SONEPA** PAN No 8. AAACE1936C

9. GST No. 06AAACE1936C1Z7

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

The 100% payment mentioned above is subject to submission of performance b)

- security by the supplier as per clause (4) above.
- c) The supplier should invariably submit test certificates and other documents, 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 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.
- 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 TGTransco Officers, the TGTransco 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 TGTransco.
- h) All payments will be made in non-convertible Indian Rupees.

### **6.0 WARRANTY:**

- a) The supplier will warrant for the satisfactory functioning of the material / equipment as per specification for a minimum period of **60 months** from the receipt of the material / equipment at TLC Stores or site in good condition. 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 TGTransco. To and fro freight charges shall, however be to your account only.
- b) The Supplier warrants that the Materials / equipment supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The supplier further warrants that all Materials / equipment supplied under this Contract will have no defect, arising from a design and / or materials as required by the Purchaser's specifications or from any act of omission of the Supplier that may develop under normal use of the supplied Materials / equipment.
- c) All the material will be of the best class and will be capable of satisfactory operation in the tropics under service conditions indicated in clause 23.1 of Tender Specification without distortion or deterioration. No welding filling or plugging of defective parts will be permitted, unless otherwise specified, they will conform to the requirements of the appropriate Indian, British or

American Standards. (Where a standard specification covering the material in question has not been published, the standards of the American Society for testing of Materials should be followed).

- d) The entire designs and Construction will be capable of withstanding the severest stresses likely to occur in actual service and of resisting rough handling during transport.
- e) Unless otherwise specified the warranty period will be 60 months from the date of acceptance of the Materials / equipment. The Supplier will, in addition, comply with the performance guarantees specified under the contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the supplier will at its discretion either, make such changes, modifications, and/or additions to the Materials / equipment or any part thereof as may be necessary in order to attain the contractual guarantees specified in the contract at its own cost and expense and to carry out further performance tests as per the relevant standards.
- f) The Purchaser will promptly notify the supplier in writing of any claims arising under this warranty.
- g) "Upon receipt of such notice, the Supplier will within 30 days repair or replace the defective Materials / equipment or parts thereof, free of cost at the ultimate destination. The supplier will take over the replaced parts/Materials/equipment at the time of their replacement. No claim whatsoever will lie on the Purchaser for the replaced parts/Materials/equipment thereafter". In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/replaced material will be extended to a further period of 30 months.
- h) If the Supplier, having been notified, fails to remedy the defect(s) within the above period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense duly deducting the expenditure from subsequent bills / bank guarantee and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

To and fro freight charges shall, however be to your account only.

# 7.0 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 TGTRANSCO 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 or part thereof 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 penalty calculated accordingly.
- c) Material/ equipment which are not of acceptable quality or are not conforming to specifications would be deemed to be not delivered.

- d) The penalty specified in clause 10(a) shall be levied and if they cannot be recovered in current bills, they would be adjusted against subsequent pending bills.
- e) The check measurement date in Form-13 i.e. the date of receipt of material at destination stores in good condition will be taken as the date of delivery.

### 8.0 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. No price variance will be allowed during the period of force majeure.
- 9.0 All other terms and conditions indicated in the Original Purchase Order under issued vide reference (3) are applicable and Tender Specification No. TSPMM25-09/2024 are remain unaltered.
- 10.0 Approval issued for drawings, GTP, QAP, Vendor List and clarifications issued vide ref (4) to (7) issued against Original purchase order are holds good for this Repeat order also.

Further, not to perform Type Test **for this Repeat Order** as you have already conducted the above tests on 50MVA 132/33KV PTR **against** original purchase order No.4500003290 cited under ref. (2).

However, all Transformers against subject Purchase Order should be adequately designed to withstand, without damage or permanent deflection / deformation, the forces arising out of normal oil pressure, test pressures, vacuum, seismic conditions and short circuit forces specified and *shall be capable to withstand to the Short Circuit faults*, there by increasing the Performance and life of Transformer.

Please note that this approval does not absolve you of your responsibility for the

correctness in design, manufacturing and supply of above Transformers as per the purchase order / specifications and as per the applicable relevant IEC/IS standards and to ensure satisfactory performance as per the terms and conditions of contract.

## 11.0 ACKNOWLEDGEMENT:

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

Yours faithfully,

CHIEF ENGINEER/P&MM (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/ Transmission / TGTRANSCO /Vidyut Soudha/Hyderabad.

The Chief Engineer/ Construction / TGTRANSCO /Vidyut Soudha/Hyderabad

The All Chief Engineer/Zones / TGTRANSCO

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

The Superintending Engineer/ Transmission/ TGTRANSCO /Vidyut Soudha/ Hyderabad

The Superintending Engineer/ Construction/ TGTRANSCO /Vidyut Soudha/ Hyderabad

The Superintending Engineer/ Designs/ TGTRANSCO /Vidyut Soudha/ Hyderabad

The Superintending Engineer/ QC&QA/ TGTRANSCO /Vidyut Soudha/ Hyderabad

The All Superintending Engineer /OMC Circles / TGTRANSCO

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

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