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TELANGANA STATE POWER GENERATION CORPORATION LTD
(A Government of TS Undertaking)
TSGENCO CORPORATE OFFICE
VIDYUT SOUDHA, HYDERABAD

In Duplicate



From :

Chief Engineer (Generation)
A- Block ,TSGENCO,Vidyut Soudha
Hyderabad-500082
Hyderabad(Dt)
Telangana
Phone :040 #23499182

To :

M/s BHARAT HEAVY ELECTRICAL LIMITED ROD
EK TARA BUILDING-39
SAROJINI DEVI ROAD
SECUNDERABAD 500003, Telangana
Phone No:04027703278
Fax No:04027700716

CST No. : 36280126964(CENTRAL)
TIN No. : 36280126964
PAN No. : AAFCT0257Q
CIN No. : U40102AP2014SGC094070
Indenting Plant : KTPS-V & VI

Vendor Code : 112130
PAN No.: AAACB4146P

PO No: 4500013072 CE/GEN / SE/GEN III / EME II / D08 / 2017 - 18 / / DT. 30.05.2017

Sub: TSGENCO - GEN/EM&MRT/KTPS-VI Stage (1X500MW)-Supply of "3200 KVA, 11KV/2.3KV, Vector group Dyn-11, dry type cast resin Transformer for VFD of ID Fan Motor of KTPS-VI Stage- Detailed Purchase Order#Issued-Regarding.

Ref:

- (1) Enq.No.CEG/SEG/E2A3/KTPS-VI/EM/3200KVA-DYN11 T/F/D.No.219/15,Dt:28.08.2015
- (2) Offer:ROD-SEC-DTT-15,Dt:22.09.2015
- (3) Lr.No.CEG/SEG-III/E2A3/KTPS-VI/EM/3200KVA-DYN11 T/F /D.No:299/16, Dt.:27.08.2016
- (4) Ref: RE15 SEC 026,Dt:29.08.2016
- (5) Ref: RE15 SEC 026,Dt:17.05.2017

1 ACCEPTANCE :

I, acting for, and on behalf of and by the order and direction of Telangana Power Generation Corporation Limited (herein after called as "TSGENCO") accept the offer cited at ref (2) and subsequent letters Dt.29.08.2016 & 17.05.2017 of M/s.BHEL, ROD,Secunderabad (herein after referred as "the Supplier"), for Supply of "3200KVA,11KV/2.3KV, Vector group Dyn-11,dry type cast resin Transformer for VFD of ID Fan Motor of KTPS-VI Stage at a total value of Rs.73,62,272/- (Rupees Seventy Three Lakhs Sixty Two Thousand Two Hundred Seventy Two Only)), as detailed in Clause No.(3)below, in accordance with the above correspondence and subject to the terms & conditions set out in this order

2 SCOPE OF CONTRACT/ORDER :

This order relates to Supply of ""3200KVA,11KV/2.3KV, Vector group Dyn-11,dry type cast resin Transformer for VFD of ID Fan Motor of KTPS-VI Stage as per the details and material specification given below.

3 SCHEDULE OF MATERIALS & PRICES :

Supply of "3200KVA,11KV/2.3KV, Vector group Dyn-11,dry type cast resin rectifier Transformer for ID Fan Motor of KTPS-VI Stage

PO Amount : Rs. 7,362,272.00

In words : Rupees Seventythree Lakh Sixtytwo Thousand Two Hundred Seventytwo Only

4 PRICE BASIS :

The prices accepted in Clause No.(3)above are FIRM during currency of contract and not subject to any variation on any grounds till supplies are completed and are on FOR, EX-Works BHEL Jhansi. The prices are inclusive of Packing & Forwarding Charges and exclusive of Excise Duty including Ed.cess, Sales Tax, Transit insurance and Freight Charges.

5 PACKING & FORWARDING CHARGES :

The prices accepted in clause No.(3) above are inclusive of Packing & Forwarding charges.All material shall be

securely packed in such a manner so as to withstand rough handling during road transport up to site and you shall be responsible to make good at their own expense, any and all the damages caused due to improper packing. All the above material shall be adequately protected before dispatch to prevent damage, corrosion and entrance of foreign matter. If upon receipt at Stores, the material does not meet the specifications, they shall be rejected and returned to the supplier for repair/modification etc. or for replacement. In such cases all expenses including to- and- fro freight, re-packing charges, transit insurance etc shall be to the account of supplier.

6 EXCISE DUTY & EDUCATIONAL CESS :

The prices accepted in clause No.(3)above are exclusive of Excise duty& education cess. The excise duty shall be paid extra as applicable at the time of dispatch of the material. Present rate is 12.5%. "The Supplier shall furnish "Original for Buyer" copy of Invoice along with supplies in token of your claim for the Excise Duty".

7 CENTRAL SALES TAX /VAT :

The prices accepted in Clause No.(3) above are exclusive of Central Sales Tax, which will be paid extra as applicable at the time of dispatch, against C- Form. The present rate is 2% against C Form. Only one 'C' Form will be issued by the consignee for each quarter as per the Central Sales Tax Guidelines

8 VARIATION IN TAXES & DUTIES :

(a)Within Contractual Delivery Schedule: Any variations, either upward or downward, or any new introductions in statutory taxes/duties/levies etc., shall be to TSGENCO's account, provided that this Contract is executed as per the DELIVERY period stipulated in Clause No.(16) below.

(b)Beyond Contractual Delivery Schedule: In case, the Order is not executed as per the stipulated DELIVERY SCHEDULE, any upward variation in taxes or the impact of new taxes etc, beyond the agreed DELIVERY period, shall be borne by the SUPPLIER only. However, in case of a downward variation, the benefit shall be passed on to TSGENCO.

(c)In either case, the SUPPLIER shall agree that if, any taxes & duties reported to have been paid have not been paid, or a lesser amount has been paid, or on subsequent adjudication or appeal or revision, it is decided that a lesser amount is payable, the SUPPLIER shall refund such excess amounts claimed from TSGENCO, irrespective of time lag.

9 FREIGHT :

AND TRANSIT INSURANCE CHARGES:- The prices accepted in Clause No.(3) above are exclusive of charges towards freight & transit insurance. The charges towards freight & transit insurance are **lumpsum Rs.2,36,250/-** and service tax extra as applicable at the time of billing/dispatches . These charges will be reimbursable against BHEL invoice only and no other documents will be submitted. The material shall be despatched to site viz. KTPS-V & VI Stages/Paloncha, on "Freight paid" basis. The Unloading of Transformer at KTPS-V&VI stages site is in TSGENCO's scope.

10 TRANSIT INSURANCE :

Inclusive in Freight of Clause(9).

11 TERMS OF PAYMENT :

100% of the all inclusive prices of the materials will be paid within 30 days from the date of receipt and acceptance of the material in good condition at site and after completion of the delivery formalities of individual consignments.

12 SECURITY DEPOSIT :

After careful examination of your request, as a special case, you are exempted from submission of security deposit.

13 PERFORMANCE BANK GUARANTEE :

After careful examination of your request, as a special case, you are exempted from submission of Performance Bank Guarantee.

14 GUARANTEE PERIOD :

Material shall be guaranteed for a period of 12 months from the date of commissioning or 18 months from the date of dispatch, whichever is earlier

15 PRE-DESPATCH (THIRD PARTY) INS :

The material is subject to Pre-despatch Inspection by the authorized representatives of TSGENCO at the Supplier's Works, for compliance with the requirements of this Contract.

(a)TSGENCO's Inspection will be arranged by the CE/O&M/ KTPS-V&VI Stages. An advance notice of at least 15 days shall be given to the CE/O&M/ KTPS-V&VI stages for deputing TSGENCO's representative. Inspection charges are in the scope of TSGENCO's account only.

(b) Inspection Waiver: The CE/O&M/ KTPS-V&VI Stages may, at their discretion, waive TSGENCO's Inspection.

(c) Dispatch Clearance : The material shall be dispatched only after satisfactory pre-dispatch inspection as detailed above or waiver there, and on receipt of instructions from the CE/O&M/KTPS-V&VI stages

16 DELIVERY PERIOD :

Delivery of the material as per the Clause No.(3) is essence of this contract and all supplies under this contract shall be completed within **05 Months** from the date of receipt of PO/approval of drawings subject to Force Majeure under Clause No.(24) and will put efforts to delivery in advance to meet the site requirements.

17 LIQUIDATED DAMAGES :

After careful examination of your request, as a special case, you are exempted from penalty.

18 JURISDICTION. :

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

19 TESTS & TEST CERTIFICATES :

All relevant standards tests to be conducted and all such test certificates shall be submitted for records.

20 MATERIAL & WORKMANSHIP :

All the materials shall be of the best class and shall be capable of satisfactory operation in the tropics under severe conditions indicated without distortion and deterioration. Unless otherwise specified, they shall conform to the requirements of the appropriate Indian/International standards. The workmanship shall be of the highest grade and entire construction shall be in accordance with the best modern practices. The entire design and construction shall be capable of withstanding the severest stresses likely to occur in actual service and capable of resisting rough handling during transport.

21 INTERCHANGEABILITY :

The equipment to be supplied shall be interchangeable with the equipment existing at (1X500MW) KTPS-VI stage and if fails to interchange, the same shall be replaced at free of cost. Interchangeability certificate shall be submitted at the time of supply

22 DESPATCH INSTRUCTIONS :

(a) The materials shall be dispatched to Site, consigned to the
The Assistant Divisional Engineer (Stores),
Kothagudem Thermal Power Station#V & VI stage,
Paloncha, Bhadradi Kothagudem(Dist.) -507115.

(b) The Consignment(s), shall be dispatched preferably through one of the following Transport Agencies, on freight to paid basis.

1. ABC India Ltd
2. Associated Road Carriers Ltd
3. Prakash Road Lines Pvt. Ltd
4. South Eastern Roadways
5. Bombay Andhra Transport Co.
6. Patel Roadways P. Ltd
7. Sri Ramdas Motor Transport.

(c) Road Permit/ Way Bills: TSGENCO's scope.

23 ACKNOWLEDGEMENT :

Please acknowledge the receipt of this Order with your confirmation of its acceptance by you. The additional copy enclosed may please be returned at the earliest with your signature in token of your acceptance within 15 days, failing which the P.O will be deemed to be accepted by the Supplier in full.

24 FORCE MAJEURE :

i) The supplier shall not be liable for delay or failing to supply the materials/equipment for reasons of Force Majeure such as Act of God, Act of War, Act of Public Enemy, Natural calamities, Fires, Floods, Frost, and Strikes. Lockouts etc. Only those causes, which have duration of more than 7 days, shall be considered for force majeure.

ii) The vendors shall within 10 days from the beginning of such delay notify to the corporation in writing the cause of delay. The Corporation shall verify the facts and grant such extension of time as facts justify. No price variation shall be allowed during the period of force majeure and liquidated damages would not be levied for this period.

iii) At the option of corporation, the order may be cancelled. Such cancellation, would be without any liability

whatsoever on the part of the corporation. In the event of such cancellation, supplier shall refund any amount advanced or paid to him by the corporation and deliver back any materials issued to him by the corporation and release facilities, if any provided by the corporation.

25 CORRESPONDENCE :

(a) Acknowledgement of receipt of this order and all correspondence of general or technical nature shall be addressed to this office.

(b) All correspondence regarding despatches bills payment and any other field matters shall be addressed to Chief Engineer(O&M)/KTPS-V & VI stages. Copies of such correspondence shall be marked to Senior Accounts Officer(P&A)/TSGENCO/Vidyut Soudha/Hyderabad-500 082.

26 INVOICING INSTRUCTIONS :

(a) All Bills/Invoices, shall be drawn in favour of the Senior Accounts Officer(O&M)/KTPS-V & VI Stages/Paloncha, and shall be submitted to the Consignee, viz., the ADE(Stores & Transport)/KTPS-V & VI Stages/ Paloncha.

(b) The Invoices shall clearly indicate all relevant particulars, such as the PO Reference, Material Description, Quantity, Unit Rate, Total Price, Taxes/Duties applicable etc.

(c) The following documents shall be submitted along with the Invoices.

§ Challan/Packing Slip, Consignee copy of RR/LR etc.

§ Documentary evidence relating to the payment of taxes & duties

§ Guarantee Certificate as per Clause No.(14) & interchangeability certificate as per clause No.(21).

(d) Original documents (as stipulated in (c) above) along with one set of photocopies, shall be sent to the consignee viz., Asst. Divisional Engineer (Stores & Transport)/KTPS-V & VI/Paloncha # 507115. Copies of all documents shall be marked to the Chief Engineer/O&M/KTPS-V & VI Stages/ Paloncha, Bhadradi Kothagudem -507115 and this office also.

For & On behalf of TSGENCO

Chief Engineer (Generation)

(1/2)

Document Dispatch Details:

Dispatch No: 191 Date : 01/06/2017

We accept all the terms and conditions of this order.

SEAL OF THE SUPPLIER

**SIGNATURE OF THE SUPPLIER'S.
AUTHORISED REPRESENTATIVE**

CHIEF ENGINEER/ O&M/KTPS-V&VIStages/ PALONCHA -507115/ Bhadradi Kothagudem(DT).

SUPERINTENDINGENGINEER/O&M/KTPS-VIstage/PALONCHA-507115/ Bhadradi Kothagudem(DT).

ADE/STORES/KTPS-V&VI-Stages/PALONCHA-507115/Bhadradi Kothagudem(DT).

SAO/O&M/KTPS-V&VIStages/PALONCHA-507115/Bhadradi Kothagudem(DT).

SAO/P&A/TSGENCO/VIDYUT SOUDHA/HYDERABAD-500082.

Annexure - 1

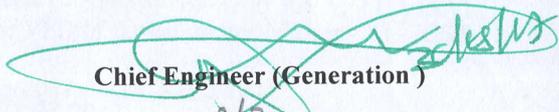
PO No: 4500013072 CE/GEN / SE/GEN III / EME II / D08 / 2017 - 18 / / DT.30.05.2017

Sub: TSGENCO - GEN/EM&MRT/KTPS-VI Stage (1X500MW)-Supply of "3200 KVA, 11KV/2.3KV, Vector group Dyn-11, dry type cast resin Transformer for VFD of ID Fan Motor of KTPS-VI Stage- Detailed Purchase Order#Issued-Regarding.

S.No.	Material Code/ Description	UOM	Qty	Unit Price	Per	Total Value
1	100133963 3 PHASE DRY TYPE CAST RESIN TRANSFORMER FOR VFD,TYPE OF COOLING: AN, 3200KVA,HV VOLTAGE:11000V,LV VOLTAGE:2300V,RATED CURRENT HV(AMPS):167.96,RATED CURRENT LV(AMPS):803.27,IMPEDANCE VOLTS %:12%+20% TOL COVERING CLASS PROTECTION:IP#23,50HZ,DRG.NO:34731950666,VECTOR GROUP :DYN11,INSULATION LEVEL HV:75 KVP/28 KV RMS,STANDARD:IS 11171-1985, S.NO:ID FAN 1A CH-2 :-2023140,S.NO:ID FAN 1B CH-2:-2023141	NO	1	7362272.00 INR	1	7362272.00

Total Amount : Rs. 7,362,272.00

Total Amount in Words : Rupees Seventythree Lakh Sixtytwo Thousand Two Hundred Seventytwo Only


Chief Engineer (Generation)