

RELEASE ORDER

| Vendor Name & Addre M/s GRAM TARANG | | PO No. : 3200011453 Release Date : 11.02.2023 |
|---|-------------------------------------|--|
| PLOT NO- 17, FC FOREST PARK | REST PARK, FOREST PARK, | |
| Vendor Code GSTN No. BA Contact Person BA Contact No. | : 2000205 : 21AABCC9406C1ZB : | Contact Person: Jyotiranjan Moharana Contact No.: 9938395773 |
| Purchaser Address TP Central Odisha Di IDCO Towers, 2nd Fl Bhubaneswar 751022 GSTN No. : 21AAHC | oor, Janpath, 2 | References: |

Subject:

Dear Sir,

This has reference to the above mentioned correspondence on the subject. We are pleased to place an order with you as under.

(i) Schedule of items / quantities/ Rates : Annexure I Attached [
(ii) Special Conditions of the Contract : Annexure II Attached [

Total PO Value: 581009.58 INR (FIVE LAKH EIGHTY ONE THOUSAND NINE RUPEES FIFTY EIGHT PAISE)

Completion By:

Order Acceptance:

The Release Order constitutes Purchaser#s offer to Business Associate upon the terms and conditions stated herein and shall become a binding Contract, when it is accepted either by Business Associate#s acknowledgment or performance. The Release Order expressly limits acceptance to the terms and conditions stated herein. Any additional or different terms or conditions proposed by Business Associate are objected to and hereby rejected, including without limitation, Business Associate#s quotation or acknowledgment forms. Any reference in the Release Order to Business Associate#s quotation or proposal does not imply acceptance of any terms or conditions in that quotation or proposal. It is important that Business Associate signs and returns the Release Order copy within (3) days of receipt. Failure to return the acceptance does not diminish the responsibilities as set forth herein, but may result in delay to any payment that may be due to and may be a cause of termination of this Release Order.

For TP Central Odisha Distribution Limited

AUTHORIZED SIGNATORY

Name:
Designation:
Contact No.:
E-mail id:

Important Note:- 1. In case of any discrepancies between the stipulation in General Conditions of the Contract (GCC) given by the original order and Special Conditions of Contract (SCC), the GCC shall stand superseded by the SCC to the extent stipulated herein above while balance portion of respective clauses of GCC shall continue to be applicable. Encl: as above

2. This document does not assure or warrant as regards the measurement of performance, non-performance or short performance by the party named as contracting party herein other than TPCODL in relation to the supplies/services or works involved and the same may not be read in support of any contended right or assertion made by such party in relation thereof unless supported with relevant performance certificate issued by TPCODL.

The current version will automatically supersede the previous version as legal document on 11.02.2023

TP CENTRAL ODISHA DISTRIBUTION LIMITED

(A Tata Power and Odisha Government Joint Venture)

Corporate Office, IDCO Towers, 2nd Floor, Janpath, Bhubaneswar # 751022

Registered Office: GRIDCO AW Building, Janpath, Bhubaneswar, Khordha, Odisha # 751022, Tel.: 0674 2541575 Web: www.tpcentralodisha.com, E-mail: tpcodl@tpcentralodisha.com, CIN: U40100OR2020SGC032901



Annexure I

Schedule of Item/ Quantities/ Rate

| Sr No | Material Code Description Details / Specifications | HSN / SAC Code/ Delv. Date | Qty | Unit | Rate | GST % | Other Charges | Amount INR |
|----------|--|----------------------------------|-----|------|-----------|-------|------------------|---------------|
| 1.000 | 101000333 TRANSFORMER 63 KVA 11/.4 | 8504/ 16.10.2023 | 3 | EA | 164127.00 | 18 | | 492,381.00 |
| | ITEM SUBTOTAL | | | | | | | 581,009.58 |
| Total | PO Value (INR) | | | | | | | 581,009.58 |



Annexure II

Special Conditions Of Contract

Special Conditions of Contract:

i Order Value

The total all-inclusive RC value shall be Rs. 5,90,390/- (Rs. Five Lakh ninety Thousand Three Hundred Ninety Only) inclusive of applicable taxes and duties (inclusive of GST 18%).

This cost excludes IEEMA PVC @ 10%.

Any change in statutory taxes, duties and levies during the contract period shall be borne by TPCODL. However, incase of delay in work execution owing to reasons not attributable to TPCODL, any increase in total liability shall be passed on the bidder, whereas any benefits arising owing to such statutory variation in taxes and duties shall be passed on TPCODL.

ii. Validity of Price

PV Clause shall be applicable with ceiling upto 10% on positive side & there is no ceiling on negative side. July 22 is Base Month for PVC (IEEMA Circular- June 22).

iii. Delivery Time

Delivery for 1st RO (issued immediately after award of RC) shall be 225 days (135 days for type test and BIS License and 90 days for delivery post approval of CAT A), however delivery period for subsequent ROs shall be 90days.

Bidder agrees to conduct Type Test (as per clause no. 7.1 (Type Test) mentioned in Tender documents) as per current BIS Loss Level-2 including BIS license within 135 days from date of issue of Rate Contract. Beyond this LD @ 1% per week upto 10% applicable Payment

The payment shall be released after supply of material within 45 days from the date of submission of certified bills/ invoices.

iv. Guarantee

The Materials/Equipment supplied against this Contract shall be Gauranteed for 48 Months from date of successful commissioning or 60 months from the date of last supplies made under this contract and whichever is earlier.

v. Liquidated Damages

1% of the contact value of the undelivered quantity for delay of each week or part thereof. If full contractual service/work rendered is not completed within 130% of contract time for execution. TPCODL has the right to levy LD on the entire contact value.

The LD shall be capped at 10% of the contract value.

vi. Performance Bank Guarantee

1.25% of the RC value PBG should be submitted within 15 days from the receipt of RC and shall remain valid up to the Guarantee period plus one



Special Conditions Of Contract

month. Initial Validity of PBG to be submitted shall be as follows: (last date of validity of RC + Delivery Period for last RO +60 Months+ 3Month) to cover the delivery against last possible RO. In case due to any unavoidable reason, if the validity of RC / Delivery Period is extended beyond schedule time, then matching extension of Validity of PBG is to be submitted by the BA.

vii. The Order Manager for this RC is Mr. Pourush Garg (9971395283) viii. Other Terms and Conditions

All other terms will be same as Scope/ Acceptable Deviation/ General Conditions for supply orders with up to date all corrigenda.

ix. The Special Conditions of Contract supersede the points mentioned anywhere else in the tender documents to the extent of any conflict.



Business Associate Submit the Bill along with the following Check List

| CHECK L | IST BY BA |
|---------------------------------------|-----------|
| VENDOR CODE | |
| VENDOR NAME | |
| PO NUMBER | |
| SERVICE/SUPPLY/COMPOSITE INVOICE TYPE | |
| NAME OF SCHEME (IF RELATED TO SCHEME) | |
| VENDOR MOBILE NUMBER | |
| VENDOR E-MAIL ID | |
| USER DEPARTMENT | |
| USER NAME | |
| USER MOBILE NUMBER | |

Contact Details for Payment Related Issues:

| Sl.NO | Name | Employee | Name of Office | CONTACT NO |
|-------|------------------------|----------|------------------------------------|------------|
| 1 | Prashant Kumar Biswal | 112364 | Head Office, Idco Tower | 9861850880 |
| 2 | Pramod Kumar Maharana | 109933 | Head Office, Idco Tower | 9861972176 |
| 3 | Ranjan Kumar Jena | 109929 | Electrical Circle No.I,Bhubaneswar | 9937928239 |
| 4 | Akshya Kumar Sahani | 109907 | ElectricalCircle No.II,Bhubaneswar | 9437661410 |
| 5 | Bhakta Ranjan Tripathy | 111913 | Electrical Circle,Cuttack | 9090144744 |
| 6 | Srikanta Dalua | 109795 | Electrical Circle,Dhenkanal | 9438327388 |
| 7 | Rabindra Kumar Das | 108296 | Electrical Circle,Paradeep | 8658640536 |

For delivery of materials at stores, pls contact concerned person as per details given below:

- 1. Bhubaneswar Store: Pinaki Mishra, Pinaki.mishra@tpcentralodisha.com @8249499454
- 2. Choudwar Store: Umakanta Mohapatra, Umakanta.mohapatra@tpcentralodisha.com @7008252117



RELEASE ORDER

PO No. : 3200021614 **Vendor Name & Address** M/s GRAM TARANG EMPLOYABILITY , Release Date : 16.04.2024 PLOT NO- 17, FOREST PARK, FOREST PARK, RC No. : 4600001545 RC Date : 20.11.2023 FOREST PARK Vendor Code : 2000205 Contact Person: JYOTIRANJAN MOHARANA GSTN No. : 21AABCC9406C1ZB Contact No. : 9938395773 **BA Contact Person** BA Contact No. Purchaser Address References: TP Central Odisha Distribution Limited UNIT-8, POWER HOUSE SQUARE, Bhubaneswar, Khordha, Odisha, 751012 GSTN No.: 21AAHCT8404D1ZQ

Subject: RELEASE ORDER FOR SUPPLY OF 25 KVA -3PH DTR FOR URGENT DEPOSIT SCHEMES

CAT-A APPROVAL IS ALREADY DONE

DELIVERY PERIOD IS 120 DAYS FROM CAT-A/RO DATE WHICH EVER IS LATER . SO

AS RO DATE IS LATER, 120 DAYS CONSIDERED FROM RO DATE. EXPECTED

DELIVERY DATE IS 18.08.2024

Dear Sir,

This has reference to the above mentioned correspondence on the subject. We are pleased to place an order with you as under.

(i) Schedule of items / quantities/ Rates : Annexure I Attached [] (ii) Special Conditions of the Contract : Annexure II Attached []

Total PO Value: 1142056.11 INR

(ELEVEN LAKH FORTY TWO THOUSAND FIFTY SIX RUPEES ELEVEN PAISE)

Completion By : Order Acceptance:

The Release Order constitutes Purchaser#s offer to Business Associate upon the terms and conditions stated herein and shall become a binding Contract, when it is accepted either by Business Associate#s acknowledgment or performance. The Release Order expressly limits acceptance to the terms and conditions stated herein. Any additional or different terms or conditions proposed by Business Associate are objected to and hereby rejected, including without limitation, Business Associate#s quotation or acknowledgment forms. Any reference in the Release Order to Business Associate#s quotation or proposal does not imply acceptance of any terms or conditions in that quotation or proposal. It is important that Business Associate signs and returns the Release Order copy within (3) days of receipt. Failure to return the acceptance does not diminish the responsibilities as set forth herein, but may result in delay to any payment that may be due to and may be a cause of termination of this Release Order.

For TP Central Odisha Distribution Limited

AUTHORIZED SIGNATORY

Name:
Designation:
Contact No.:
E-mail id:

The current version will automatically supersede the previous version as legal document on 16.04.2024

TP CENTRAL ODISHA DISTRIBUTION LIMITED

(A Joint Venture of Tata Power and Government of Odisha)

Registered Office/Corporate Office: Power House Square, Unit-8, Bhubaneswar, 751012, Tel: 0674-2541575 Web: www.tpcentralodisha.com, E-mail:tpcodl@tpcentralodisha.com, CIN: U40109OR2020 PLC032901

TPCODL Procurement Office: 1st Floor, Anuj Building, 19, Satya Nagar, Bhubaneswar - 751007



Important Note:- 1. In case of any discrepancies between the stipulation in General Conditions of the Contract (GCC) given by the original order and Special Conditions of Contract (SCC), the GCC shall stand superseded by the SCC to the extent stipulated herein above while balance portion of respective clauses of GCC shall continue to be applicable. Encl: as above

2. This document does not assure or warrant as regards the measurement of performance, non-performance or short performance by the party named as contracting party herein other than TPCODL in relation to the supplies/services or works involved and the same may not be read in support of any contended right or assertion made by such party in relation thereof unless supported with relevant performance certificate issued by TPCODL.



Annexure I

Schedule of Item/ Quantities/ Rate

| Sr No | Material Code Description Details / Specifications | HSN / SAC Code/ Delv. Date | Qty | Unit | Rate | GST % | Other Charges | Amount INR |
|----------|--|----------------------------------|-----|------|----------|-------|------------------|---------------|
| 1.000 | 101000328 TRANSFORMER 25KVA 11/.4 KV. | 85042100/ 18.08.2024 | 13 | EA | 74449.55 | 18 | | 967,844.15 |
| | ITEM SUBTOTAL | | | | | | | 1,142,056.10 |
| Total | PO Value (INR) | | | | | | | 1,142,056.11 |



Annexure II

Special Conditions Of Contract

- 1. Rate Contract is issued with a validity period of 01 (One) Year. Price variation applicable as per tender document on unit basis price. PV clause shall be applicable as per IEEMA till validity of this Rate Contract. Within the validity of rate contract and as per requirement of material, release order shall be issued time to time.
- 2. Above Price is FOR and inclusive of Transit Insurance / Packing & Forwarding charges and shall be Inclusive of unloading and stacking at TPCODL site/store locations.
- 3. MDCC shall be applicable.
- 4. PBG: Business Associate (BA) shall submit applicable Performance Bank Guarantee within 21 days of issuance of Rate Contract. PBG shall be applicable 5% of the RC value (1.25% for MSME bidders registered in the State of Odisha). This shall remain valid till the Guarantee period plus three month.
- 5. BA shall stand guarantee towards design, materials, workmanship & quality of process/ manufacturing of items under this contract for due and intended performance of the same, as an integrated product delivered under this contract. In the event any defect is found by the TPCODL up to a period of at least 60 months from the date of last supplies made under the contract, BA shall be liable to undertake to replace / rectify such defects at its own costs, within mutually agreed time frame, and to the entire satisfaction of the TPCODL, failing which TPCODL will be at liberty to get it replaced/rectified at BA#s risks and costs and recover all such expenses plus the TPCODL's own charges @ 20% of expenses incurred). from the BA or from the Security cum Performance Deposit" as the case may be.
- 6. BA shall further be responsible for #free replacement# for another period of THREE years from the end of the guarantee period for any #Latent Defects' if noticed and reported by the TPCODL.
- 7. Within 15 days of Rate Contract issuance by TPCODL, it is the responsibility of BA to get manufacturing clearance and CAT-A issued from Central Engineering Group. In case BA does not get necessary approvals for issuance of CAT-A within mentioned / mutually agreed timelines, then TPCODL reserves the right to cancel issued Rate Contract and also reserve the right to forfeit EMD / PBG.
- 8. Delivery period shall be $120~{\rm days}$ + $15~{\rm days}$ (considering the approval of drawing / GTP) from date of receipt of release order for the first



Special Conditions Of Contract

lot however for remaining lots the delivery period will be 120 days from RO date.

- 9. Payment Terms: 100% payment will be made within 60 days for Non-MSME bidders and 45 days in case of MSME bidders on receipt of materials in good condition, verification thereof, subject to inspection of materials by authorized officials & after successful delivery.
- 10. Liquidated Damages: LD clause shall be applicable as described below:

For delay of each week and part thereof from the delivery schedule specified in the contract, 1% of contract value corresponding to undelivered quantity, provided full quantity is supplied within 130% of the original contract time. If full contractual quantity is not delivered within 130% of contract time for delivery, TPCODL has the right to levy LD on the entire contract value, subject to a maximum of 10% of the total contract value.

- 11. TPCODL reserves the rights to short close the issued Release Order / Rate contract, in case of any quality issues.
- 12. TPCODL reserves the right to nominate a third party for the purpose of carrying out the inspection and such an agency shall be entitled to all the rights and privileges TPCODL as far as conducting the inspection.
- 13. Any change in statutory taxes, duties and levies during the contract period shall be borne by TPCODL and supported by necessary documents, whereas any benefits arising owing to such statutory variation in taxes and duties shall be passed on TPCODL.
- 14. All other terms and conditions of Tender No. TPCODL / CCG / 2023-24 / 022, GCC- TPCODL, Corrigendum, Pre-Bid Query Responses, Post bid discussions and accepted deviations (if any) shall be applicable.
- 15. The RCs shall initially be issued for a lower value (to ease the burden of BG on each bidder and also to keep check on each bidder and to ensure delivery of committed performance) considering the month wise requirement inputs available with TPCODLs. The value of these RCs shall be gradually enhanced based on performance of the bidders and TPCODL requirement subject to the threshold value of this proposal.



Special Conditions Of Contract



Business Associate Submit the Bill along with the following Check List

| CHECK L | IST BY BA |
|---------------------------------------|-----------|
| VENDOR CODE | |
| VENDOR NAME | |
| PO NUMBER | |
| SERVICE/SUPPLY/COMPOSITE INVOICE TYPE | |
| NAME OF SCHEME (IF RELATED TO SCHEME) | |
| VENDOR MOBILE NUMBER | |
| VENDOR E-MAIL ID | |
| USER DEPARTMENT | |
| USER NAME | |
| USER MOBILE NUMBER | |

Contact Details for Payment Related Issues:

| Sl.NO | Name | Employee | Name of Office | CONTACT NO |
|-------|------------------------|----------|------------------------------------|------------|
| 1 | Prashant Kumar Biswal | 112364 | Head Office, Idco Tower | 9861850880 |
| 2 | Pramod Kumar Maharana | 109933 | Head Office, Idco Tower | 9861972176 |
| 3 | Ranjan Kumar Jena | 109929 | Electrical Circle No.I,Bhubaneswar | 9937928239 |
| 4 | Akshya Kumar Sahani | 109907 | ElectricalCircle No.II,Bhubaneswar | 9437661410 |
| 5 | Bhakta Ranjan Tripathy | 111913 | Electrical Circle,Cuttack | 9090144744 |
| 6 | Srikanta Dalua | 109795 | Electrical Circle,Dhenkanal | 9438327388 |
| 7 | Rabindra Kumar Das | 108296 | Electrical Circle,Paradeep | 8658640536 |

For delivery of materials at stores, pls contact concerned person as per details given below:

- 1. Bhubaneswar Store: Pinaki Mishra, Pinaki.mishra@tpcentralodisha.com @8249499454
- 2. Choudwar Store: Umakanta Mohapatra, Umakanta.mohapatra@tpcentralodisha.com @7008252117

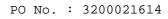
BA#s are requested to contact below mentioned person for bill discounting process.

Mithilesh Kr Jha Regional Head-East

Business Development

A. Treds Limited

www.invoicemart.com
Mobile no: 9836953636





- 1. E Invoice is compulsory if turnover exceed 5 Cr- IRN (as Applicable)
- 2. HSN/SAC Code
- 3. Seller GSTIN
- 4. Buyer GSTIN
- 5. Seller Address
- 6. Bill to Address (Buyers Address)
- 7. Ship to Address (Delivery Address)
- 8. Invoice Number (Restricted to 16 digits)
- 9. Invoice Date
- 10. Currency
- 11. Total value of the invoice Taxable Value IGST (as applicable) CGST (as applicable) SGST (as applicable)
- 12. PO Number, PO Line-item no & details of Description
- 13. PAN
- 14. UDYAM REGISTRATION NUMBER and its category (MICRO, SMALL, MEDIUM under MSME Act- 2006-UDYAM-xxxxxxxxx)



RELEASE ORDER

PO No. **Vendor Name & Address** : 3200018152 M/s GRAM TARANG EMPLOYABILITY , Release Date : 10.12.2023 PLOT NO- 17, FOREST PARK, FOREST PARK, RC No. : 4600001545 **RC Date** : 20.11.2023 FOREST PARK Vendor Code : 2000205 Contact Person: Jyotiranjan Moharana GSTN No. : 21AABCC9406C1ZB Contact No. : 9938395773 **BA Contact Person** BA Contact No. Purchaser Address References: TP Central Odisha Distibution Limited IDCO Towers, 2nd Floor, Janpath, Bhubaneswar 751022 GSTN No.: 21AAHCT8404D1ZQ

Subject: RELEASE ORDER FOR SUPPLY OF 63KV,11/0.4 DTR FOR CMPDP WORL TPCODL DELIVERY PERIOD TO BE 120 DAYS FROM RO DATE /CAT-A APPROVAL DATE

Dear Sir,

This has reference to the above mentioned correspondence on the subject. We are pleased to place an order with you as under.

(i) Schedule of items / quantities/ Rates : Annexure I Attached [] (ii) Special Conditions of the Contract : Annexure II Attached []

Total PO Value: 13854951.57 INR

(ONE CRORE THIRTY EIGHT LAKH FIFTY FOUR THOUSAND NINE HUNDRED FIFTY ONE

RUPEES FIFTY SEVEN PAISE)

Completion By : Order Acceptance:

The Release Order constitutes Purchaser#s offer to Business Associate upon the terms and conditions stated herein and shall become a binding Contract, when it is accepted either by Business Associate#s acknowledgment or performance. The Release Order expressly limits acceptance to the terms and conditions stated herein. Any additional or different terms or conditions proposed by Business Associate are objected to and hereby rejected, including without limitation, Business Associate#s quotation or acknowledgment forms. Any reference in the Release Order to Business Associate#s quotation or proposal does not imply acceptance of any terms or conditions in that quotation or proposal. It is important that Business Associate signs and returns the Release Order copy within (3) days of receipt. Failure to return the acceptance does not diminish the responsibilities as set forth herein, but may result in delay to any payment that may be due to and may be a cause of termination of this Release Order.

For TP Central Odisha Distribution Limited

AUTHORIZED SIGNATORY

Name:
Designation:
Contact No.:
E-mail id:

The current version will automatically supersede the previous version as legal document on 10.12.2023

TP CENTRAL ODISHA DISTRIBUTION LIMITED

(A Tata Power and Odisha Government Joint Venture)

Corporate Office, IDCO Towers, 2nd Floor, Janpath, Bhubaneswar #751022

Registered Office: GRIDCO AW Building, Janpath, Bhubaneswar, Khordha, Odisha # 751022, Tel.: 0674 2541575 Web: www.tpcentralodisha.com, E-mail: tpcodl@tpcentralodisha.com, CIN: U40100OR2020SGC032901

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Annexure I

Schedule of Item/ Quantities/ Rate

| Sr No | Material Code Description Details / Specifications | HSN / SAC Code/ Delv. Date | Qty | Unit | Rate | GST % | Other Charges | Amount INR |
|----------|--|----------------------------------|-----|------|-----------|-------|------------------|---------------|
| 1.000 | 101000333 TRANSFORMER 63 KVA 11/.4 KV. | 8504/ 15.04.2024 | 77 | EA | 152486.81 | 18 | | 11,741,484.37 |
| | ITEM SUBTOTAL | | | | | | | 13,854,951.56 |
| Total | Total PO Value (INR) | | | | | | | 13,854,951.57 |



Annexure II

Special Conditions Of Contract

- 1. Rate Contract is issued with a validity period of 01 (One) Year. Price variation applicable as per tender document on unit basis price. PV clause shall be applicable as per IEEMA till validity of this Rate Contract. Within the validity of rate contract and as per requirement of material, release order shall be issued time to time.
- 2. Above Price is FOR and inclusive of Transit Insurance / Packing & Forwarding charges and shall be Inclusive of unloading and stacking at TPCODL site/store locations.
- 3. MDCC shall be applicable.
- 4. PBG: Business Associate (BA) shall submit applicable Performance Bank Guarantee within 21 days of issuance of Rate Contract. PBG shall be applicable 5% of the RC value (1.25% for MSME bidders registered in the State of Odisha). This shall remain valid till the Guarantee period plus three month.
- 5. BA shall stand guarantee towards design, materials, workmanship & quality of process/ manufacturing of items under this contract for due and intended performance of the same, as an integrated product delivered under this contract. In the event any defect is found by the TPCODL up to a period of at least 60 months from the date of last supplies made under the contract, BA shall be liable to undertake to replace / rectify such defects at its own costs, within mutually agreed time frame, and to the entire satisfaction of the TPCODL, failing which TPCODL will be at liberty to get it replaced/rectified at BA#s risks and costs and recover all such expenses plus the TPCODL's own charges @ 20% of expenses incurred). from the BA or from the Security cum Performance Deposit" as the case may be.
- 6. BA shall further be responsible for #free replacement# for another period of THREE years from the end of the guarantee period for any #Latent Defects' if noticed and reported by the TPCODL.
- 7. Within 15 days of Rate Contract issuance by TPCODL, it is the responsibility of BA to get manufacturing clearance and CAT-A issued from Central Engineering Group. In case BA does not get necessary approvals for issuance of CAT-A within mentioned / mutually agreed timelines, then TPCODL reserves the right to cancel issued Rate Contract and also reserve the right to forfeit EMD / PBG.
- 8. Delivery period shall be 120 days + 15 days (considering the approval of drawing / GTP) from date of receipt of release order for the first



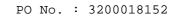
Special Conditions Of Contract

lot however for remaining lots the delivery period will be 120 days from RO date.

- 9. Payment Terms: 100% payment will be made within 60 days for Non-MSME bidders and 45 days in case of MSME bidders on receipt of materials in good condition, verification thereof, subject to inspection of materials by authorized officials & after successful delivery.
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Special Conditions Of Contract



Business Associate Submit the Bill along with the following Check List

| CHECK L | IST BY BA |
|---------------------------------------|-----------|
| VENDOR CODE | |
| VENDOR NAME | |
| PO NUMBER | |
| SERVICE/SUPPLY/COMPOSITE INVOICE TYPE | |
| NAME OF SCHEME (IF RELATED TO SCHEME) | |
| VENDOR MOBILE NUMBER | |
| VENDOR E-MAIL ID | |
| USER DEPARTMENT | |
| USER NAME | |
| USER MOBILE NUMBER | |

Contact Details for Payment Related Issues:

| Sl.NO | Name | Employee | Name of Office | CONTACT NO |
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| 4 | Akshya Kumar Sahani | 109907 | ElectricalCircle No.II,Bhubaneswar | 9437661410 |
| 5 | Bhakta Ranjan Tripathy | 111913 | Electrical Circle,Cuttack | 9090144744 |
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| 7 | Rabindra Kumar Das | 108296 | Electrical Circle,Paradeep | 8658640536 |

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BA#s are requested to contact below mentioned person for bill discounting process.

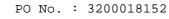
Mithilesh Kr Jha Regional Head-East

Business Development

A. Treds Limited

www.invoicemart.com
Mobile no: 9836953636

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- 1. E Invoice is compulsory if turnover exceed 5 Cr- IRN (as Applicable)
- 2. HSN/SAC Code
- 3. Seller GSTIN
- 4. Buyer GSTIN
- 5. Seller Address
- 6. Bill to Address (Buyers Address)
- 7. Ship to Address (Delivery Address)
- 8. Invoice Number (Restricted to 16 digits)
- 9. Invoice Date
- 10. Currency
- 11. Total value of the invoice Taxable Value IGST (as applicable) CGST (as applicable) SGST (as applicable)
- 12. PO Number, PO Line-item no & details of Description
- 13 DAN
- 14. UDYAM REGISTRATION NUMBER and its category (MICRO, SMALL, MEDIUM under MSME Act- 2006-UDYAM-xxxxxxxxxx) (Request raised by Ms. Sony Jha)



RELEASE ORDER

PO No. : 5000012207 Vendor Name & Address Release Date : 18.01.2023 M/s GRAM TARANG EMP TRG SER P.LTD(MSME), Contract No. : 6200002578 RAMCHANDRAPUR KHURDA 752050 Contact Person: Ishwar Singh Bhaskar 100076 Vendor Code : +918239319865 GSTN No : 21AABCC9406C1ZB Contact No. **BA Contact Person** : Mr. Manoj Kumar Nayak : 9338123532 BA Contact No. Purchaser Address References: TPNODL / OT / 2022-23 / 2500000031 dated 08.06.2022 TP Northern Odisha Distribution Limited Janugani. Balasore 756019 GSTN No.: 21AAICT5123C1ZX

Subject: RO for supply of TRANSFORMER 250KVA 11/.4KV CU (CAPEX)

Dear Sir.

This has reference to the above mentioned correspondence on the subject. We are pleased to place an order with you as

(i) Schedule of items / quantities/ Rates(ii) Special Conditions of the Contract

: Annexure I Attached

: Annexure II Attached

. , .

: Annexure ii Attacheu

Total PO Value: 28997223.00 INR (TWO CRORE EIGHTY NINE LAKH NINETY SEVEN THOUSAND TWO

HUNDRED TWENTY THREE RUPEES)

Completion By :

Order Acceptance:

The Release Order constitutes Purchaser's offer to Business Associate upon the terms and conditions stated herein and shall become a binding Contract, when it is accepted either by Business Associate's acknowledgment or performance. The Release Order expressly limits acceptance to the terms and conditions stated herein. Any additional or different terms or conditions proposed by Business Associate are objected to and hereby rejected, including without limitation, Business Associate's quotation or acknowledgment forms. Any reference in the Release Order to Business Associate's quotation or proposal does not imply acceptance of any terms or conditions in that quotation or proposal. It is important that Business Associate signs and returns the Release Order copy within (3) days of receipt. Failure to return the acceptance does not diminish the responsibilities as set forth herein, but may result in delay to any payment that may be due to and may be a cause of termination of this Release Order.

For TP Northern Odisha Distribution Limited

AUTHORIZED SIGNATORY

Name :

Designation : \

Contact No. E-mail id:

Important Note:- 1. In case of any discrepancies between the stipulation in General Conditions of the Contract (GCC) given by the original order and Special Conditions of Contract (SCC), the GCC shall stand superseded by the SCC to the extent stipulated herein above while balance portion of respective clauses of GCC shall continue to be applicable.

Encl: as above

2. This document does not assure or warrant as regards the measurement of performance, non-performance or short performance by the party named as contracting party herein other than TPNODL in relation to the supplies/services or works involved and the same may not be read in support of any contended right or assertion made by such party in relation thereof unless supported with relevant performance certificate issued by TPNODL.

TPNODL

PO No. : 5000012207

Annexure I

Schedule of Item/ Quantities/ Rate

| Sr No | Material Code Description Details / Specifications | HSN / SAC Code | Qty | Unit | Rate | Amount INR |
|----------|--|-------------------|-----|------|--------------|--------------------------------|
| 1 | 101000141 TRANSFORMER 250KVA 11/.4KV CU | 8504 | 44 | EA | 558498.12 | 24,573,917.28 |
| d. | CGST SGST | | | % | 9.00 9.00 | 2,211,653.00 2,211,653.00 |
| Item To | Item Subtotal otal(INR) _ | | | 70 | 9.00 | 28,997,223.28 |
| Total F | Total PO Value(INR) | | | | | 28,997,223.28 28,997,223.28 |
| Round | ded Total PO Value(INR) | 28,997,223.00 | | | | |

E-Invoice Clause: The Central Board of Indirect Taxes and Customs vide Notification No. 01/2022 – Central Tax dated 24th February, 2022 have notified the mandatory issuance of E-Invoices w.e.f. 1st April 2022 for those suppliers whose turnover during previous years have exceeded Rs.20crs.In view of the aforesaid notification your office is required to issue Tax Invoice with appropriate IRN (Invoice Reference Number) and QR Code printed on the face of the invoice. Please note invoices issued without IRN and QR code if applicable to your organization will be rejected, as the same is not considered as a valid Tax Invoice.

GST Reimbursement Clause: As per GST law, the supplier/BA has to issue Tax Invoice along with supply of goods and in case of services within 30 days from the date of supply of service. The GST amount billed in the Tax Invoice has to be deposited first by your organization. In case, your organization doesn't deposit GST with Govt. treasury on/before prescribed due date, we reserve the right to withheld GST amount till the time it reflected in GSTR-2A / GSTR-2B of company portal.

Annexure II

Special Conditions Of Contract

RO - 5000012207

 $\cdot MDCC$ shall be applicable as per Tender Enquiry: TPNODL / OT / 2022-23 / 2500000031 dated 08.06.2022.

- ·PBG: Business Associate (BA) shall submit applicable Performance Bank Guarantee within 15 days of issuance of Rate Contract. PBG shall be applicable 1% of the RC value within 15 days from the date of issuance of RC and 5% against each RO issued against RC has to submit within 15 days from the date of issuance of RO. This shall remain valid till the
- days from the date of issuance of RO. This shall remain valid till the Guarantee period plus three month. Performance Bank Guarantee for MSME registered in the State of Odisha shall be 25% of the value normally prescribed.
- ·BA shall stand guarantee towards design, materials, workmanship & quality of process/ manufacturing of items under this contract for due and intended performance of the same, as an integrated product delivered under this contract. In the event any defect is found by the TPNODL up to a period of at least 60 months from the date of last supplies made under the contract, BA shall be liable to undertake to replace / rectify such defects at its own costs, within mutually agreed time frame, and to the entire satisfaction of the TPNODL, failing which TPNODL will be at liberty to get it replaced/rectified at BA's risks and costs and recover all such expenses plus the TPNODL's own charges @ 20% of expenses incurred), from the BA or from the 'Security cum Performance Deposit" as the case may be.
- \cdot BA shall further be responsible for free replacement' for another period of THREE years from the end of the guarantee period for any Latent Defects' if noticed and reported by the Purchaser.
- -Within 15 days of Rate Contract issuance by TPNODL, it is the responsibility of BA to get manufacturing clearance and CAT-A issued from TPNODL. In case BA does not get necessary approvals for issuance of CAT-A within mentioned / mutually agreed timelines, then TPNODL reserve the right to cancel issued Rate Contract and also reserve the right to forfeit EMD / PBG.
- Delivery period shall be 120 days + 15 days (considering the approval of drawing / GTP) from date of receipt of release order for the first lot however for remaining lots the delivery period will be 120 days from RO date.
- Price Variation Formula: (Copper Wound DTR up to 2500 KVA)

 P = P0/100 * (7 + 41*(C/C0) + 23*(ES/ES0) + 10*(IS/IS0) + 5*(IM/IM0) + 8*(TO/T00) + 6*(W/W0))
- P = Price payable as adjusted in accordance with above formula.
- P0= Price quoted/confirmed.
- CO= Price of CC copper rods (refer notes)

TP NORTHERN ODISHA DISTRIBUTION LIMITED

(A Tata Power & Odisha Government Joint Venture)
Regd/Corp Office: Januganj, Remuna Golei, Balasore, Odisha – 756 019
Website: www.tpnodl.com , Email: contactus@tpnodl.com Phone: +91 6782 244865
Corporate Identity Number (CIN): U401060R2021SGC035951

TPNODL

Special Conditions Of Contract

This price is as applicable for the month, ONE month prior to the date of tendering.

ES0= Price of CRGO Electrical Steel Lamination (refer notes)

This price is as applicable for the month, ONE month prior to the date of tendering.

ISO= Price of HR Coil of 3.15 mm thickness (refer notes)

This price is as applicable for the month, ONE month prior to the date of tendering.

IMO = Price of Insulating Materials (refer notes)

This price is as applicable for the month, ONE month prior to the date of tendering.

TOO = Price of Transformer Oil (refer notes)

This price is as applicable for the month, ONE month prior to the date of tendering.

W0 = 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 for the month, THREE months prior to the date of tendering.

For example, if date of tendering falls in December 2021, applicable prices of Aluminium (ALO), Transformer Oil (TOO), CRGO Steel Sheets (ES0), HR Coil (IS0) and Insulating material (IM0) should be as on 1st November 2021 and all India average consumer price index no. (WO) should be for the month of September 2021.

C = Price of CC copper rods (refer notes)

This price is as applicable for the month, ONE month prior to the date of delivery.

ES= Price of CRGO Electrical Steel Lamination (refer notes)

This price is as applicable for the month, ONE month prior to the date of delivery.

IS= Price of HR Coil of 3.15 mm thickness (refer notes)

This price is as applicable for the month, ONE month prior to the date

IM = Price of Insulating Materials (refer notes)

This price is as applicable for the month, ONE month prior to the date

TO = Price of Transformer Oil (refer notes)

This price is as applicable for the month, ONE month prior to the date

W = All India average consumer price index number for industrial workers, as published by the Labour Bureau, Ministry of Labour, Govt. of

This index number is as applicable for the month, THREE months prior to

For example, if date of delivery in terms of clause given

TP NORTHERN ODISHA DISTRIBUTION LIMITED

(A Tata Power & Odisha Government Joint Venture) Regd/Corp Office: Januganj, Remuna Golei, Balasore, Odisha – 756 019 Website: www.tpnodl.com , Email: contactus@tpnodl.com Phone: +91 6782 244865 Corporate Identity Number (CIN): U40106OR2021SGC035951

Special Conditions Of Contract

below falls in December 2022, applicable prices of Aluminium (AL), Transformer Oil (TO), CRGO Steel Sheets (ES), HR Coil (IS) and Insulating material (IM) should be as on 1st November 2022 and all India average consumer price index number (W) should be for the month of September 2022.

- Payment Terms: 100% payment will be made within 60 days for Non-MSME bidders and 45 days in case of MSME bidders on receipt of materials in good condition, verification thereof, subject to inspection of materials by authorized officials & after successful delivery. BA to submit the Tax Invoice at BIRD Desk at Central Store, Balasore within 3 days of the supply made, also on mail-bird@tpnodl.com.
- Liquidated Damages: For supplies which are of standalone use, multiple in quantities and having a single final delivery schedule, Liquidated damages shall be levied without prejudice to any of the other contractual rights of TPNODL, as described below:

For delay of each week and part thereof from the delivery schedule specified in the contract, 1% of contract value corresponding to undelivered quantity, provided full quantity is supplied within 130% of the original contract time. If full contractual quantity is not delivered within 130% of contract time for delivery, TPNODL has the right to levy LD on the entire contract value, subject to a maximum of 10% of the total contract value.

- $\cdot TPNODL$ reserves the rights to short close the issued Release Order / Rate contract, in case of any quality issues.
- ·TPNODL reserve the right to nominate a third party for the purpose of carrying out the inspection and such an agency shall be entitled to all the rights and privileges of TPNODL as far as conducting the inspection. Any change in statutory taxes, duties and levies during the contract period shall be borne by TPNODL and supported by necessary documents, whereas any benefits arising owing to such statutory variation in taxes and duties shall be passed on TPNODL.
- -All other terms and conditions will remain same as per Tender Enquiry No. TPNODL / OT / 2022-23 / 2500000031 dated 08.06.2022 and TPNODL GCC Supply.

TP NORTHERN ODISHA DISTRIBUTION LIMITED

(A Tata Power & Odisha Government Joint Venture)
Regd/Corp Office: Januganj, Remuna Golei, Balasore, Odisha – 756 019
Website: www.tpnodLcom , Email: contactus@tpnodLcom Phone: +91 6782 244865
Corporate Identity Number (CIN): U40106OR2021SGC035951

RELEASE ORDER

Vendor Name & Address PO No. 5000016879 M/s GRAM TARANG EMP TRG SER P.LTD(MSME), Release Date 08.05.2023 RAMCHANDRAPUR KHURDA 752050 6200002578 Contract No. Vendor Code : 100076 Contact Person : Yogesh Tripathi GSTN No. 21AABCC9406C1ZB Contact No. : 6269909337 **BA Contact Person** Mr. Manoi Kumar Navak BA Contact No. : 9338123532 Purchaser Address References: TP Northern Odisha Distribution Limited TPNQDL / OT / 2022-23 / 2500000031 dated 08.06.2022 Januganj, Balasore 756019 GSTN No.: 21AAICT5123C1ZX

Subject: RO for Supply of DT TRANSFORMER 250KVA 11/.4KV CU (Capex).

Dear Sir,

This has reference to the above mentioned correspondence on the subject. We are pleased to place an order with you as under.

(i) Schedule of items / quantities/ Rates : Annexure I Attached (ii) Special Conditions of the Contract : Annexure II Attached

Total PO Value: 15157639.00 INR (ONE CRORE FIFTY ONE LAKH FIFTY SEVEN THOUSAND SIX HUNDRED

THIRTY NINE RUPEES)

Completion By :

Order Acceptance:

The Release Order constitutes Purchaser's offer to Business Associate upon the terms and conditions stated herein and shall become a binding Contract, when it is accepted either by Business Associate's acknowledgment or performance. The Release Order expressly limits acceptance to the terms and conditions stated herein. Any additional or different terms or conditions proposed by Business Associate are objected to and hereby rejected, including without limitation, Business Associate's quotation or acknowledgment forms. Any reference in the Release Order to Business Associate's quotation or proposal does not imply acceptance of any terms or conditions in that quotation or proposal. It is important that Business Associate signs and returns the Release Order copy within (3) days of receipt. Failure to return the acceptance does not diminish the responsibilities as set forth herein, but may result in delay to any payment that may be due to and may be a cause of termination of this Release Order.

For TP Northern Odisha Distribution Limited

AUTHORIZED SIGNATORY

Name :
Designation :
Contact No. :

E-mail id :

Important Note:- 1. In case of any discrepancies between the stipulation in General Conditions of the Contract (GCC) given by the original order and Special Conditions of Contract (SCC), the GCC shall stand superseded by the SCC to the extent stipulated herein above while balance portion of respective clauses of GCC shall continue to be applicable. Encl: as above

2. This document does not assure or warrant as regards the measurement of performance, non-performance or short performance by the party named as contracting party herein other than TPNODL in relation to the supplies/services or works involved and the same may not be read in support of any contended right or assertion made by such party in relation thereof unless supported with relevant performance certificate issued by TPNODL.

TPNODL

PO No.: 5000016879

Annexure I

Schedule of Item/ Quantities/ Rate

| Sr No | Material Code Description Details / Specifications | HSN / SAC Code | Qty | Unit | Rate | Amount INR |
|---------------------|--|-------------------|-----|------|-----------|---------------|
| 1 | 101000141 TRANSFORMER 250KVA 11/.4KV CU | 8504 | 23 | EA | 558498.12 | 12,845,456.76 |
| | CGST | | | % | 9.00 | 1,156,091.00 |
| | SGST | | | % | 9.00 | 1,156,091.00 |
| | Item Subtotal | | | | | 15,157,638.76 |
| item To | otal(INR) | | | | | 15,157,638.76 |
| Total PO Value(INR) | | | | | | 15,157,638.76 |
| Round | Rounded Total PO Value(INR) | | | | | |

E-Invoice Clause: The Central Board of Indirect Taxes and Customs vide Notification No. 01/2022 – Central Tax dated 24th February, 2022 have notified the mandatory issuance of E-Invoices w.e.f. 1st April 2022 for those suppliers whose turnover during previous years have exceeded Rs.20crs.In view of the aforesaid notification your office is required to issue Tax Invoice with appropriate IRN (Invoice Reference Number) and QR Code printed on the face of the invoice. Please note invoices issued without IRN and QR code if applicable to your organization will be rejected, as the same is not considered as a valid Tax Invoice.

GST Reimbursement Clause: As per GST law, the supplier/BA has to issue Tax Invoice along with supply of goods and in case of services within 30 days from the date of supply of service. The GST amount billed in the Tax Invoice has to be deposited first by your organization. In case, your organization doesn't deposit GST with Govt. treasury on/before prescribed due date, we reserve the right to withheld GST amount till the time it reflected in GSTR-2A / GSTR-2B of company portal.

Annexure II

Special Conditions Of Contract

Special Conditions of Contract:

Rate Contract is issued with a validity period of 01 (One) Year. Price variation applicable as per tender document on unit price. PV clause shall be applicable as per IEEMA till validity of this Rate Contract. Within the validity of rate contract and as per requirement of material, release order shall be issued time to time.

 \cdot Above Price is FOR and inclusive of Transit Insurance / Packing & Forwarding charges and shall be Inclusive of unloading and stacking at TPNODL site/store locations.

 $^{\circ}$ MDCC shall be applicable as per Tender Enquiry: TPNODL / OT / 2022-23 / 2500000031 dated 08.06.2022.

·PBG: Business Associate (BA) shall submit applicable Performance Bank Guarantee within 15 days of issuance of Rate Contract. PBG shall be applicable 1% of the RC value within 15 days from the date of issuance of RC and 5% against each RO issued against RC has to submit within 15 days from the date of issuance of RO. This shall remain valid till the Guarantee period plus three month. Performance Bank Guarantee for MSME registered in the State of Odisha shall be 25% of the value normally prescribed.

BA shall stand guarantee towards design, materials, workmanship & quality of process/ manufacturing of items under this contract for due and intended performance of the same, as an integrated product delivered under this contract. In the event any defect is found by the TPNODL up to a period of at least 60 months from the date of last supplies made under the contract, BA shall be liable to undertake to replace / rectify such defects at its own costs, within mutually agreed time frame, and to the entire satisfaction of the TPNODL, failing which TPNODL will be at liberty to get it replaced/rectified at BA's risks and costs and recover all such expenses plus the TPNODL's own charges @ 20% of expenses incurred), from the BA or from the "Security cum Performance Deposit" as the case may be.

BA shall further be responsible for free replacement' for another period of THREE years from the end of the guarantee period for any Latent Defects' if noticed and reported by the Purchaser.

·Within 15 days of Rate Contract issuance by TPNODL, it is the responsibility of BA to get manufacturing clearance and CAT-A issued from TPNODL. In case BA does not get necessary approvals for issuance of CAT-A within mentioned / mutually agreed timelines, then TPNODL reserve the right to cancel issued Rate Contract and also reserve the right to forfeit EMD / PBG.

 \cdot Delivery period shall be 120 days + 15 days (considering the approval of drawing / GTP) from date of receipt of release order for the first lot however for remaining lots the delivery period will be 120 days from

TP NORTHERN ODISHA DISTRIBUTION LIMITED

Special Conditions Of Contract

RO date.

·Price Variation Formula: (Copper Wound DTR up to 2500 KVA)

P = P0/100 * (7 + 41*(C/C0) + 23*(ES/ES0) + 10*(IS/IS0) + 5*(IM/IM0) + 8*(TO/TO0) + 6*(W/W0))

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

PO= Price quoted/confirmed.

C0= Price of CC copper rods (refer notes)

This price is as applicable for the month, ONE month prior to the date of tendering.

ESO= Price of CRGO Electrical Steel Lamination (refer notes)

This price is as applicable for the month, ONE month prior to the date of tendering.

ISO= Price of HR Coil of 3.15 mm thickness (refer notes)

This price is as applicable for the month, ONE month prior to the date of tendering.

IMO = Price of Insulating Materials (refer notes)

This price is as applicable for the month, ONE month prior to the date of tendering.

TOO = Price of Transformer Oil (refer notes)

This price is as applicable for the month, ONE month prior to the date of tendering.

W0 = 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 for the month, THREE months prior to the date of tendering.

For example, if date of tendering falls in December 2021, applicable prices of Aluminium (ALO), Transformer Oil (TOO), CRGO Steel Sheets (ESO), HR Coil (ISO) and Insulating material (IMO) should be as on 1st November 2021 and all India average consumer price index no. (WO) should be for the month of September 2021.

C = Price of CC copper rods (refer notes)

This price is as applicable for the month, ONE month prior to the date of delivery.

ES= Price of CRGO Electrical Steel Lamination (refer notes)

This price is as applicable for the month, ONE month prior to the date of delivery.

IS= Price of HR Coil of 3.15 mm thickness (refer notes)

This price is as applicable for the month, ONE month prior to the date of delivery.

IM = Price of Insulating Materials (refer notes)

This price is as applicable for the month, ONE month prior to the date of delivery.

TO = Price of Transformer Oil (refer notes)

This price is as applicable for the month, ONE month prior to the date

Special Conditions Of Contract

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 for the month, THREE months prior to the date of delivery.

For example, if date of delivery in terms of clause given below falls in December 2022, applicable prices of Aluminium (AL), Transformer Oil (TO), CRGO Steel Sheets (ES), HR Coil (IS) and Insulating material (IM) should be as on 1st November 2022 and all India average consumer price index number (W) should be for the month of September 2022.

Payment Terms: 100% payment will be made within 60 days for Non-MSME bidders and 45 days in case of MSME bidders on receipt of materials in good condition, verification thereof, subject to inspection of materials by authorized officials & after successful delivery. BA to submit the Tax Invoice at BIRD Desk at Central Store, Balasore within 3 days of the supply made, also on mail- bird@tpnodl.com.

Liquidated Damages: For supplies which are of standalone use, multiple in quantities and having a single final delivery schedule, Liquidated damages shall be levied without prejudice to any of the other contractual rights of TPNODL, as described below:

For delay of each week and part thereof from the delivery schedule specified in the contract, 1% of contract value corresponding to undelivered quantity, provided full quantity is supplied within 130% of the original contract time. If full contractual quantity is not delivered within 130% of contract time for delivery, TPNODL has the right to levy LD on the entire contract value, subject to a maximum of 10% of the total contract value.

·TPNODL reserves the rights to short close the issued Release Order / Rate contract, in case of any quality issues.

TPNODL reserve the right to nominate a third party for the purpose of carrying out the inspection and such an agency shall be entitled to all the rights and privileges of TPNODL as far as conducting the inspection. Any change in statutory taxes, duties and levies during the contract period shall be borne by TPNODL and supported by necessary documents, whereas any benefits arising owing to such statutory variation in taxes and duties shall be passed on TPNODL.

 \cdot All other terms and conditions will remain same as per Tender Enquiry No. - TPNODL / OT / 2022-23 / 2500000031 dated 08.06.2022 and TPNODL GCC Supply.

ARTHOUGH TO STREET



RO No.: 5000035747

RELEASE ORDER

| Vendor Name & Address M/s GRAM TARANG EMP TRG SER P.LTD(MSME), RAMCHANDRAPUR KHURDA 752050 | | RO No. Release Date Contract No. | : 5000035747 : 08.08.2024 : 6200004412 | RO Date : 21.05.2024 |
|---|------------------------------------|--|--|----------------------|
| Vendor Code GSTN No. BA Contact Person BA Contact No. | : 100076 : 21AABCC9406C1ZB : | | : Baikuntha Prasad S : 7787935608 | Sahoo |
| Purchaser Address TP Northern Odisha Distribution Limited Januganj, Balasore 756019 GSTN No.: 21AAICT5123C1ZX | | References: CCG / CPPN / 2023-24 / TPNODL / 027 Date: 30.10.2023 | | |

Subject: Ro for supply of 63KVA and 100KVA DTR under Capex.

Dear Sir,

This has reference to the above mentioned correspondence on the subject. We are pleased to place an order with you as

(i) Schedule of items / quantities/ Rates : Annexure I Attached : Annexure II Attached (ii) Special Conditions of the Contract

Total PO Value: 8996723.00 INR (EIGHTY NINE LAKH NINETY SIX THOUSAND SEVEN HUNDRED TWENTY

THREE RUPEES)

Completion By: **Order Acceptance:**

The Release Order constitutes Purchaser#s offer to Business Associate upon the terms and conditions stated herein and shall become a binding Contract, when it is accepted either by Business Associate#s acknowledgment or performance. The Release Order expressly limits acceptance to the terms and conditions stated herein. Any additional or different terms or conditions proposed by Business Associate are objected to and hereby rejected, including without limitation, Business Associate#s quotation or acknowledgment forms. Any reference in the Release Order to Business Associate#s quotation or proposal does not imply acceptance of any terms or conditions in that quotation or proposal. It is important that Business Associate signs and returns the Release Order copy within (3) days of receipt. Failure to return the acceptance does not diminish the responsibilities as set forth herein, but may result in delay to any payment that may be due to and may be a cause of termination of this Release Order.

For TP Northern Odisha Distribution Limited **AUTHORIZED SIGNATORY**

Name: Designation: Contact No. : E-mail id:



Important Note:- 1. In case of any discrepancies between the stipulation in General Conditions of the Contract (GCC) given by the original order and Special Conditions of Contract (SCC), the GCC shall stand superseded by the SCC to the extent stipulated herein above while balance portion of respective clauses of GCC shall continue to be applicable.

2. This document does not assure or warrant as regards the measurement of performance, non-performance or short performance by the party named as contracting party herein other than TPNODL in relation to the supplies/services or works involved and the same may not be read in support of any contended right or assertion made by such party in relation thereof unless supported with relevant performance certificate issued by TPNODL.

TP NORTHERN ODISHA DISTRIBUTION LIMITED

(A Tata Power & Odisha Government Joint Venture) Regd/Corp Office: Januganj, Remuna Golei, Balasore, Odisha - 756 019 Website: www.tpnodl.com, Email: contactus@tpnodl.com Phone: +91 6782 244865

Cornorate Identity Number (CIN): IJ401060R2021SGC035951

Page 1 of 4



RO No.: 5000035747

Annexure I

Schedule of Item/ Quantities/ Rate

| Sr No | Material Code Description Details / Specifications | HSN / SAC Code | Qty | Unit | Rate | Amount INR |
|-----------------------------|--|-------------------|-----|--------|--------------|--------------------------|
| 1 | 101000208 TRANSFORMER 63KVA 11/.4KV AL | 8504 | 50 | EA | 152486.81 | 7,624,340.50 |
| | CGST SGST | | | % % | 9.00 9.00 | 686,191.00 686,191.00 |
| | Item Subtotal | | | | | 8,996,722.50 |
| Item Total(INR) | | | | | | 8,996,722.50 |
| Total PO Value(INR) | | | | | | 8,996,722.50 |
| Rounded Total PO Value(INR) | | | | | | 8,996,723.00 |

E-Invoice Clause: The Central Board of Indirect Taxes and Customs vide Notification No. 10/2023 # Central Tax dated 10th May, 2023 have notified the mandatory issuance of E-Invoices w.e.f. 1st August 2023 for those suppliers whose turnover during previous years have exceeded Rs.5crs.In view of the aforesaid notification your office is required to issue Tax Invoice with appropriate IRN (Invoice Reference Number) and QR Code printed on the face of the invoice. Please note invoices issued without IRN and QR code if applicable to your organization will be rejected, as the same is not considered as a valid Tax Invoice

GST Reimbursement Clause: As per GST law, the supplier/BA has to issue Tax Invoice along with supply of goods and in case of services within 30 days from the date of supply of service. The GST amount billed in the Tax Invoice has to be deposited first by your organization. In case, your organization doesn#t deposit GST with Govt. treasury on/before prescribed due date, we reserve the right to withheld GST amount till the time it reflected in GSTR-2A / GSTR-2B of company portal.

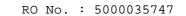
TP NORTHERN ODISHA DISTRIBUTION LIMITED

(A Tata Power & Odisha Government Joint Venture)

Regd/Corp Office: Januganj, Remuna Golei, Balasore, Odisha – 756 019

Website: www.tpnodl.com , Email: contactus@tpnodl.com Phone: +91 6782 244865

Corporate Identity Number (CIN): 140106 OR2021 SGC035951





Annexure II

Special Conditions Of Contract

- 1. Rate Contract is issued with a validity period of 01 (One) Year. Price variation applicable as per tender document on unit basis price. PV clause shall be applicable as per IEEMA till validity of this Rate Contract. Within the validity of rate contract and as per requirement of material, release order shall be issued time to time.
- 2. Above Price is FOR and inclusive of Transit Insurance / Packing & Forwarding charges and shall be Inclusive of unloading and stacking at TPNODL site/store locations.
- 3. MDCC shall be applicable.
- 4. PBG: Business Associate (BA) shall submit applicable Performance Bank Guarantee within 21 days of issuance of Rate Contract. PBG shall be applicable 1.25 % of the RC value (for MSME bidders registered in the State of Odisha). This shall remain valid till the Guarantee period plus three months.
- 5. BA shall stand guarantee towards design, materials, workmanship & quality of process/ manufacturing of items under this contract for due and intended performance of the same, as an integrated product delivered under this contract. In the event any defect is found by the TPNODL up to a period of at least 60 months from the date of last supplies made under the contract, BA shall be liable to undertake to replace / rectify such defects at its own costs, within mutually agreed time frame, and to the entire satisfaction of the TPNODL, failing which TPNODL will be at liberty to get it replaced/rectified at BA#s risks and costs and recover all such expenses plus the TPNODL own charges @ 20% of expenses incurred), from the BA or from the #Security cum Performance Deposit# as the case may be.
- 6. BA shall further be responsible for #free replacement# for another period of THREE years from the end of the guarantee period for any #Latent Defects# if noticed and reported by the TPNODL.
- 7. Within 15 days of Rate Contract issuance by TPNODL, it is the responsibility of BA to get manufacturing clearance and CAT-A issued from Central Engineering Group. In case BA does not get necessary approvals for issuance of CAT-A within mentioned / mutually agreed timelines, then TPNODL reserves the right to cancel issued Rate Contract and also reserve the right to forfeit EMD / PBG.
- 8. Delivery period shall be 120 days + 15 days (considering the approval of drawing / GTP) from date of receipt of release order for the first lot however for remaining lots the delivery period will be 120 days from RO date.
- 9. Payment Terms: 100% payment will be made within 45 days (MSME) on receipt of materials in good condition, verification thereof, subject to inspection of materials by authorized officials & after successful delivery. BA to submit the Tax Invoice at BIRD Desk at Central Store,

TP NORTHERN ODISHA DISTRIBUTION LIMITED

(A Tata Power & Odisha Government Joint Venture)

Regd/Corp Office: Januganj, Remuna Golei, Balasore, Odisha – 756 019

Website: www.tpnodl.com , Email: contactus@tpnodl.com Phone: +91 6782 244865

Corporate Identity Number (CIN): 1140106 OR2021 SGC035951

Page 3 of 4



RO No.: 5000035747

Special Conditions Of Contract

Balasore within 3 days of the supply made, also on mailbird@tpnodl.com.

10. Liquidated Damages: For supplies which are of standalone use, multiple in quantities and having a single final delivery schedule, Liquidated damages shall be levied without prejudice to any of the other contractual rights of TPNODL, as described below:

For delay of each week and part thereof from the delivery schedule specified in the contract, 1% of contract value corresponding to undelivered quantity, provided full quantity is supplied within 130% of the original contract time. If full contractual quantity is not delivered within 130% of contract time for delivery, TPNODL has the right to levy LD on the entire contract value, subject to a maximum of 10% of the total contract value.

- 11. TPNODL reserves the rights to short close the issued Release Order / Rate contract, in case of any quality issues.
- 12. TPNODL reserve the right to nominate a third party for the purpose of carrying out the inspection and such an agency shall be entitled to all the rights and privileges of TPNODL as far as conducting the inspection.
- 13. Any change in statutory taxes, duties and levies during the contract period shall be borne by TPNODL and supported by necessary documents, whereas any benefits arising owing to such statutory variation in taxes and duties shall be passed on TPNODL.
- 14. All other terms and conditions of Tender Notice No. TPCODL/CCG/2023-24/022 and GCC- Supply shall be applicable.
- 15. For drawing & GTP Submission & approval Process and for pre-dispatch inspection, coordination must be done with Central Engineering Team & Quality group of TP Odisha Discoms.

Mr. Khajan C. Bhardwaj, HOD-CEQG

Mob: 7836810510

Email:khajan.bhardwaj@tpcentralodisha.com

TP NORTHERN ODISHA DISTRIBUTION LIMITED



RO No.: 5000032542

RELEASE ORDER

Vendor Name & Address RO No. : 5000032542 RO Date: 18.03.2024 M/s GRAM TARANG EMP TRG SER P.LTD(MSME), Release Date : 18.03.2024 **RAMCHANDRAPUR KHURDA 752050** Contract No. : 6200004412 Vendor Code : 100076 Contact Person: Baikuntha Prasad Sahoo GSTN No. : 21AABCC9406C1ZB Contact No. : 7787935608 **BA Contact Person** BA Contact No. Purchaser Address References: TP Northern Odisha Distribution Limited CCG / CPPN / 2023-24 / TPNODL / 027 Date: 30.10.2023 Januganj, Balasore 756019 GSTN No.: 21AAICT5123C1ZX

Subject: RO created for requirement of 100KVA DTR under Capex for FY 24-25.

Dear Sir,

This has reference to the above mentioned correspondence on the subject. We are pleased to place an order with you as

(i) Schedule of items / quantities/ Rates : Annexure I Attached : Annexure II Attached (ii) Special Conditions of the Contract

6864112.00 INR (SIXTY EIGHT LAKH SIXTY FOUR THOUSAND ONE HUNDRED TWELVE **Total PO Value:**

RUPEES)

Completion By: **Order Acceptance:**

The Release Order constitutes Purchaser#s offer to Business Associate upon the terms and conditions stated herein and shall become a binding Contract, when it is accepted either by Business Associate#s acknowledgment or performance. The Release Order expressly limits acceptance to the terms and conditions stated herein. Any additional or different terms or conditions proposed by Business Associate are objected to and hereby rejected, including without limitation, Business Associate#s quotation or acknowledgment forms. Any reference in the Release Order to Business Associate#s quotation or proposal does not imply acceptance of any terms or conditions in that quotation or proposal. It is important that Business Associate signs and returns the Release Order copy within (3) days of receipt. Failure to return the acceptance does not diminish the responsibilities as set forth herein, but may result in delay to any payment that may be due to and may be a cause of termination of this Release Order.

For TP Northern Odisha Distribution Limited **AUTHORIZED SIGNATORY**

Name: Name:
Designation: AJAY KUMAR Digitally signed by AJAY

KUMAR KAUNDAL Contact No.: KAUNDAL Date: 2024.03.18 17:34:49 +05'30' E-mail id:

KUMAR Date: 2024.03.18

NAVANIT Digitally signed by NAVANIT KUMAR

Important Note:- 1. In case of any discrepancies between the stipulation in General Conditions of the Contract (GCC) given by the original order and Special Conditions of Contract (SCC), the GCC shall stand superseded by the SCC to the extent stipulated herein above while balance portion of respective clauses of GCC shall continue to be applicable.

2. This document does not assure or warrant as regards the measurement of performance, non-performance or short performance by the party named as contracting party herein other than TPNODL in relation to the supplies/services or works involved and the same may not be read in support of any contended right or assertion made by such party in relation thereof unless supported with relevant performance certificate issued by TPNODL.



RO No. : 5000032542

Annexure I

Schedule of Item/ Quantities/ Rate

| Sr No | Material Code Description Details / Specifications | HSN / SAC Code | Qty | Unit | Rate | Amount INR |
|----------|--|-------------------|-----|--------|--------------|--------------------------|
| 1 | 101000195 TRANSFORMER 100KVA 11/.4KV AL | 8504 | 30 | EA | 193901.46 | 5,817,043.80 |
| | CGST SGST | | | % % | 9.00 9.00 | 523,534.00 523,534.00 |
| | Item Subtotal | | | | | 6,864,111.80 |
| Item To | otal(INR) | 6,864,111.80 | | | | |
| Total I | PO Value(INR) | 6,864,111.80 | | | | |
| Round | ded Total PO Value(INR) | | | | | 6,864,112.00 |

E-Invoice Clause: The Central Board of Indirect Taxes and Customs vide Notification No. 10/2023 # Central Tax dated 10th May, 2023 have notified the mandatory issuance of E-Invoices w.e.f. 1st August 2023 for those suppliers whose turnover during previous years have exceeded Rs.5crs.In view of the aforesaid notification your office is required to issue Tax Invoice with appropriate IRN (Invoice Reference Number) and QR Code printed on the face of the invoice. Please note invoices issued without IRN and QR code if applicable to your organization will be rejected, as the same is not considered as a valid Tax Invoice

GST Reimbursement Clause: As per GST law, the supplier/BA has to issue Tax Invoice along with supply of goods and in case of services within 30 days from the date of supply of service. The GST amount billed in the Tax Invoice has to be deposited first by your organization. In case, your organization doesn#t deposit GST with Govt. treasury on/before prescribed due date, we reserve the right to withheld GST amount till the time it reflected in GSTR-2A / GSTR-2B of company portal.



Annexure II

Special Conditions Of Contract

- 1. Rate Contract is issued with a validity period of 01 (One) Year. Price variation applicable as per tender document on unit basis price. PV clause shall be applicable as per IEEMA till validity of this Rate Contract. Within the validity of rate contract and as per requirement of material, release order shall be issued time to time.
- 2. Above Price is FOR and inclusive of Transit Insurance / Packing & Forwarding charges and shall be Inclusive of unloading and stacking at TPNODL site/store locations.
- 3. MDCC shall be applicable.
- 4. PBG: Business Associate (BA) shall submit applicable Performance Bank Guarantee within 21 days of issuance of Rate Contract. PBG shall be applicable 1.25 % of the RC value (for MSME bidders registered in the State of Odisha). This shall remain valid till the Guarantee period plus three months.
- 5. BA shall stand guarantee towards design, materials, workmanship & quality of process/ manufacturing of items under this contract for due and intended performance of the same, as an integrated product delivered under this contract. In the event any defect is found by the TPNODL up to a period of at least 60 months from the date of last supplies made under the contract, BA shall be liable to undertake to replace / rectify such defects at its own costs, within mutually agreed time frame, and to the entire satisfaction of the TPNODL, failing which TPNODL will be at liberty to get it replaced/rectified at BA#s risks and costs and recover all such expenses plus the TPNODL own charges @ 20% of expenses incurred), from the BA or from the #Security cum Performance Deposit# as the case may be.
- 6. BA shall further be responsible for #free replacement# for another period of THREE years from the end of the guarantee period for any #Latent Defects# if noticed and reported by the TPNODL.
- 7. Within 15 days of Rate Contract issuance by TPNODL, it is the responsibility of BA to get manufacturing clearance and CAT-A issued from Central Engineering Group. In case BA does not get necessary approvals for issuance of CAT-A within mentioned / mutually agreed timelines, then TPNODL reserves the right to cancel issued Rate Contract and also reserve the right to forfeit EMD / PBG.
- 8. Delivery period shall be 120 days + 15 days (considering the approval of drawing / GTP) from date of receipt of release order for the first lot however for remaining lots the delivery period will be 120 days from RO date.
- 9. Payment Terms: 100% payment will be made within 45 days (MSME) on receipt of materials in good condition, verification thereof, subject to inspection of materials by authorized officials & after successful delivery. BA to submit the Tax Invoice at BIRD Desk at Central Store,



Special Conditions Of Contract

Balasore within 3 days of the supply made, also on mail-bird@tpnodl.com.

10. Liquidated Damages: For supplies which are of standalone use, multiple in quantities and having a single final delivery schedule, Liquidated damages shall be levied without prejudice to any of the other contractual rights of TPNODL, as described below:

For delay of each week and part thereof from the delivery schedule specified in the contract, 1% of contract value corresponding to undelivered quantity, provided full quantity is supplied within 130% of the original contract time. If full contractual quantity is not delivered within 130% of contract time for delivery, TPNODL has the right to levy LD on the entire contract value, subject to a maximum of 10% of the total contract value.

- 11. TPNODL reserves the rights to short close the issued Release Order / Rate contract, in case of any quality issues.
- 12. TPNODL reserve the right to nominate a third party for the purpose of carrying out the inspection and such an agency shall be entitled to all the rights and privileges of TPNODL as far as conducting the inspection.
- 13. Any change in statutory taxes, duties and levies during the contract period shall be borne by TPNODL and supported by necessary documents, whereas any benefits arising owing to such statutory variation in taxes and duties shall be passed on TPNODL.
- 14. All other terms and conditions of Tender Notice No. TPCODL/CCG/2023-24/022 and GCC- Supply shall be applicable.
- 15. For drawing & GTP Submission & approval Process and for pre-dispatch inspection, coordination must be done with Central Engineering Team & Quality group of TP Odisha Discoms.

Mr. Khajan C. Bhardwaj, HOD-CEQG

Mob:7836810510

Email:khajan.bhardwaj@tpcentralodisha.com



PO No. : 5000012996

RELEASE ORDER

| Vendor Name & Addro M/s GRAM TARANG RAMCHANDRAPUR | EMP TRG SER P.LTD(MSME), | Release Date | : 5000012996 : 08.02.2023 : 6200001070 |
|--|--|--------------|--|
| Vendor Code GSTN No. BA Contact Person BA Contact No. | : 100076 : 21AABCC9406C1ZB : Mr. Manoj Kumar Nayak : 9338123532 | | : Mr Basudev Sethi : 9776162420 |
| Purchaser Address TP Southern Odisha I Courtpeta, Berhampur 760004 GSTN No. : 21AAICT3 | | References : | |

Dear Sir.

This has reference to the above mentioned correspondence on the subject. We are pleased to place an order with you as under.

(i) Schedule of items / quantities/ Rates : Annexure I Attached [
(ii) Special Conditions of the Contract : Annexure II Attached [

Total PO Value: 31322102.00 INR (THREE CRORE THIRTEEN LAKH TWENTY TWO THOUSAND ONE HUNDRED

TWO RUPEES)

Completion By : Order Acceptance:

The Release Order constitutes Purchaser's offer to Business Associate upon the terms and conditions stated herein and shall become a binding Contract, when it is accepted either by Business Associate's acknowledgment or performance. The Release Order expressly limits acceptance to the terms and conditions stated herein. Any additional or different terms or conditions proposed by Business Associate are objected to and hereby rejected, including without limitation, Business Associate's quotation or acknowledgment forms. Any reference in the Release Order to Business Associate's quotation or proposal does not imply acceptance of any terms or conditions in that quotation or proposal. It is important that Business Associate signs and returns the Release Order copy within (3) days of receipt. Failure to return the acceptance does not diminish the responsibilities as set forth herein, but may result in delay to any payment that may be due to and may be a cause of termination of this Release Order.

For TP Southern Odisha Distribution Limited

AUTHORIZED SIGNATORY

Name:

Designation : Contact No. :

E-mail id:

Important Note:- 1. In case of any discrepancies between the stipulation in General Conditions of the Contract (GCC) given by the original order and Special Conditions of Contract (SCC), the GCC shall stand superseded by the SCC to the extent stipulated herein above while balance portion of respective clauses of GCC shall continue to be applicable. Encl: as above

2. This document does not assure or warrant as regards the measurement of performance, non-performance or short performance by the party named as contracting party herein other than TPSODL in relation to the supplies/services or works involved and the same may not be read in support of any contended right or assertion made by such party in relation thereof unless supported with relevant performance certificate issued by TPSODL.





Annexure I

Schedule of Item/ Quantities/ Rate

| Sr No | Material Code Description Details / Specifications | HSN / SAC Code | Qty | Unit | Rate | Amount INR |
|----------|--|-------------------|-----|---------|--------------|------------------------------|
| 1 | 101000145 TRANSFORMER 25KVA 11/.4KV | 8504 | 512 | EA | 51420.33 | 26,327,208.96 |
| | Freight/Quantity | | | INR/QTY | 423.72 | 216,944.64 |
| | CGST SGST | | | % % | 9.00 9.00 | 2,388,974.00 2,388,974.00 |
| | Item Subtotal | | | | | 31,322,101.60 |
| Item To | otal(INR) | 31,322,101.60 | | | | |
| Total P | PO Value(INR) | 31,322,101.60 | | | | |
| Round | ed Total PO Value(INR) | 31,322,102.00 | | | | |

E-Invoice Clause: The Central Board of Indirect Taxes and Customs vide Notification No. 01/2022 – Central Tax dated 24th February, 2022 have notified the mandatory issuance of E-Invoices w.e.f. 1st April 2022 for those suppliers whose turnover during previous years have exceeded Rs.20crs.In view of the aforesaid notification your office is required to issue Tax Invoice with appropriate IRN (Invoice Reference Number) and QR Code printed on the face of the invoice. Please note invoices issued without IRN and QR code if applicable to your organization will be rejected, as the same is not considered as a valid Tax Invoice.

GST Reimbursement Clause: As per GST law, the supplier/BA has to issue Tax Invoice along with supply of goods and in case of services within 30 days from the date of supply of service. The GST amount billed in the Tax Invoice has to be deposited first by your organization. In case, your organization doesn't deposit GST with Govt. treasury on/before prescribed due date, we reserve the right to withheld GST amount till the time it reflected in GSTR-2A / GSTR-2B of company portal.



Annexure II

Special Conditions Of Contract

Amendment-1:

Revised PBG Clause: Post award of rate contract, Business Associate (BA) shall submit applicable Performance Bank Guarantee as per GCC within 30 days. PBG applicable shall 5% of Released Order value, with validity till guarantee period plus one month.

Special Conditions of Contract:

- 1. Release Orders shall be placed against this rate Contract as per the actual requirement of TPSODL.
- 2. Price Variation clause applicable as per tender document & it will be applicable only on unit price excluding freight.
- 3. For first RO, Delivery period shall be 120 days from date of RO/ drawing approval/ manufacturing clearance, whichever is later. For subsequent ROs, material shall be delivered within 90 days from date of receipt of release order.
- 4. Delivery Location as per MDCC is applicable.
- 5. Warranty period will be 66 months from date of supply of transformer. Other details of warranty clause will remain same as mentioned in technical specifications.
- 6. Post award of rate contract, Business Associate (BA) shall submit applicable Performance Bank Guarantee as per GCC within 30 days. PBG applicable shall 5% of Rate Contract value, with validity till guarantee period plus one month.
- 7. Liquidated Damage (LD) will be applicable @ 1% of the contract value for per week of delay subject to maximum 10% of the contract value plus applicable GST.
- 8. The payment shall be released within 45 days from the date of submission of certified bills/ invoices.
- 9.TPSODL reserve the right to select at random sample from any of the lots offered for final inspection and send for any or all of the type tests specified in technical specifications to CPRI or ERDA. Failure in the type tests shall make the whole lot liable to be rejected and fresh lots are to be offered for inspection. Any delay in delivery and additional cost for further type testing shall be accountable to the bidder.
- 10.All other terms and conditions of tender enquiry TPSODL/OT/2021-22/031 and GCC Supply shall be applicable 11. PV Clause:
- Price Variation Clause for Al Wound Transformers (25 kVA, 63 kVA & 100 kVA) Price variation shall be applicable as per PV formulae as below P = P0/100 * (10 + 19*(AL/AL0) + 30*(ES/ES0) + 13*(IS/IS0) + 4*(IM/IM0) + 11*(TO/TO0) + 13*(W/W0))
- P = Price payable as adjusted in accordance with above formula P0 = Price



Special Conditions Of Contract

as per RC/RO.

ALO= Price of EC grade Aluminium rods (Proper zi Rods) or LME CSP Average of Aluminum. This price is as applicable on the 1st working day of the month, one month prior to the due date of tender.

ESO= Price of CRGO Electrical steel sheets (as per IEEMA circular). This price is as applicable on the 1st working day of the month, one month prior to the due date of tender.

ISO= Price of HR coil of 3.15 mm thickness as per IEEMA circular. The price is as applicable on the 1st working day of the month, one months prior to the due date of tender.

IMO=Price of insulating materials (as per IEEMA circular). This price is as applicable on the 1st working day of the month, one month prior to the due date of tender.

TOO =Price of transformer oil (as per IEEMA circular). This price is as applicable on the 1st working day of the month, one month prior to the due date of tender.

W0 =All India average consumer price index number for Industrial workers as published by the Labour Bureau, Ministry of Labour, Govt. of India (Base: 2001=100) as per IEEMA circular. This index number is as applicable on the 1st working day of the month, three months prior to the due date of tender.

AL= Price of EC grade Aluminium rods (Proper zi Rods) or LME CSP Average of Aluminium. This price is as applicable on the 1st working day of the month, one month prior to the month of issue of MDCC or contractual delivery date whichever is earlier.

ES= Price of CRGO Electrical steel sheets (as per IEEMA circular). This price is as applicable on the 1st working day of the month, one month prior to the month of issue of MDCC or contractual delivery date whichever is earlier.

Price Variation Clause for Cu Wound Distribution Transformers (250 kVA, 400 kVA, 630 kVA and 1000 kVA) Price variation shall be applicable as per PV formulae as below:

P = P0/100 * (10 + 33*(C/C0) + 24*(ES/ES0) + 9*(IS/IS0) + 4*(IM/IM0) + 5*(TO/TO0) + 15*(W/W0))

P = Price payable as adjusted in accordance with above formula P0 = Price as per RC/RO.

CO= Average LME settlement price of copper wire bars (as per IEEMA circular). This price is as applicable on the 1st working day of the month, one month prior to the due date of tender.

 ${\tt ES0=C~\&~F~Price}$ of CRGO Electrical steel sheets (as per IEEMA circular). This price is as applicable on the 1st working day of the month, one month prior to the due date of tender.

ISO= Price of HR coil of 3.15 mm thickness as per IEEMA circular. The price is as applicable on the 1st working day of the month, one months prior to the due date of tender.

TP SOUTHERN ODISHA DISTRIBUTION LIMITED



Special Conditions Of Contract

IMO =Price of insulating materials (as per IEEMA circular). This price is as applicable on the 1st working day of the month, one month prior to the due date of tender.

TOO =Price of transformer oil (as per IEEMA circular). This price is as applicable on the 1st working day of the month, one month prior to the due date of tender.

W0 =All India average consumer price index number for Industrial workers as published by the Labour Bureau, Ministry of Labour, Govt. of India (Base: 2001=100) as per IEEMA circular. This index number is as applicable on the 1st working day of the month, three months prior to the due date of tender.

C= Average LME settlement price of copper wire bars (as per IEEMA circular). This price is as applicable on the 1st working day of the month, one month prior to the month of issue of MDCC or contractual delivery date whichever is earlier.

ES= C & F Price of CRGO Electrical steel sheets (as per IEEMA circular). This price is as applicable on the 1st working day of the month, one month prior to the month of issue of MDCC or contractual delivery date whichever is earlier.

IS= Price of HR coil of 3.15 mm thickness (as per IEEMA Circular). The price is as applicable on the 1st working day of the month, one month prior to the month of issue of MDCC or contractual delivery date whichever is earlier.

IM =Price of insulating materials (as per IEEMA circular). This price is as applicable on the 1st working day of the month, one month prior to the month of issue of MDCC or contractual delivery date whichever is earlier.

TO =Price of transformer oil (as per IEEMA circular). This price is as applicable on the 1st working day of the month, one month prior to the month of issue of MDCC or contractual delivery date whichever is earlier.

W =All India average consumer price index number for Industrial workers as published by the Labour Bureau, Ministry of Labour, Govt. of India (Base: 2001=100) as per IEEMA circular. This price is as applicable on the 1st working day of the month, three months prior to the month of issue of MDCC or contractual delivery date, whichever is earlier.

PO No.: 5000018783

RELEASE ORDER

Vendor Name & Address

M/s GRAM TARANG EMP TRG SER P.LTD(MSME),

RAMCHANDRAPUR KHURDA 752050

Vendor Code

: 100076

21AABCC9406C1ZB

GSTN No.

BA Contact Person

BA Contact No.

Purchaser Address

TP Western Odisha Distribution Limited

BURLA, Burla 768017

GSTN No.: 21AAICT3326R1Z1

PO No.

: 5000018783

Release Date 27.06.2023 Contract No.

6200002815

Contact Person : Mr Choudhury Priyabrat Jena

Contact No.

: 8114393825

References :-

NIT No.: TPWODL-PJ-O-SU-111

RC No. 6200002815

Subject: Release order for supply of 39nos. of 100KVA, 11/0.433KV BIS Energy

Efficiency Lev-II Distribution Transformer.

Dear Sir,

This has reference to the above mentioned correspondence on the subject. We are pleased to place an order with you as

(i) Schedule of items / quantities/ Rates

: Annexure I Attached

(ii) Special Conditions of the Contract

: Annexure II Attached

Total PO Value:

8388232.00 INR (EIGHTY THREE LAKH EIGHTY EIGHT THOUSAND TWO HUNDRED THIRTY

TWO RUPEES)

Completion By:

Order Acceptance:

The Release Order constitutes Purchaser's offer to Business Associate upon the terms and conditions stated herein and shall become a binding Contract, when it is accepted either by Business Associate's acknowledgment or performance. The Release Order expressly limits acceptance to the terms and conditions stated herein. Any additional or different terms or conditions proposed by Business Associate are objected to and hereby rejected, including without limitation, Business Associate's quotation or acknowledgment forms. Any reference in the Release Order to Business Associate's quotation or proposal does not imply acceptance of any terms or conditions in that guotation or proposal. It is important that Business Associate signs and returns the Release Order copy within (3) days of receipt. Failure to return the acceptance does not diminish the responsibilities as set forth herein, but may result in delay to any payment that may be due to and may be a cause of termination of this Release Order.

For TP Western Odisha Distribution Limited

AUTHORIZED SIGNATORY

Name:

Designation:

Contact No.

Important Note:- 1. In the of any disprepancies between the stipulation in General Conditions of the Contract (GCC) given by the original order and Special Conditions of Contract (SCC), the GCC shall stand superseded by the SCC to the extent stipulated herein above while balance period of espective clauses of GCC shall continue to be applicable.

Encl: as above 2. This document does not assure or warrand as regards the measurement of performance, non-performance or short performance by the party named as contracting party herein other than TPWODL in relation to the supplies/services or works involved and the same may not be read in support of any contended right or assertion made by such party in relation thereof unless supported with relevant performance certificate issued by TPWODL.

TP WESTERN ODISHA DISTRIBUTION LIMITED

TPWODL

PO No. : 5000018783

Annexure I

Schedule of Item/ Quantities/ Rate

| Sr No | Material Code Description Details / Specifications | HSN / SAC Code | Qty | Unit | Rate | Amount INR | | |
|----------|---|-------------------|-----|------|-----------|---------------|--|--|
| 1 | 101000122 TRANSFORMER 100KVA 11/.4KV AL 100KVA, 11/0.433KV, BIS Energy Efficiency Level-II rating Distribution Transformer. | 8504 | 39 | EA | 182273.64 | 7,108,671.96 | | |
| | CGST | | | % | 9.00 | 639,780.00 | | |
| | SGST | | | % | 9.00 | 639,780.00 | | |
| | Item Subtotal | | | | | 8,388,231.96 | | |
| tem To | 8,388,231.96 | | | | | | | |
| Total F | Total PO Value(INR) | | | | | | | |
| Round | led Total PO Value(INR) | | | | | 8,388,232.00 | | |

E-Invoice Clause: The Central Board of Indirect Taxes and Customs vide Notification No. 01/2022 – Central Tax dated 24th February, 2022 have notified the mandatory issuance of E-Invoices w.e.f. 1st April 2022 for those suppliers whose turnover during previous years have exceeded Rs.20crs.In view of the aforesaid notification your office is required to issue Tax Invoice with appropriate IRN (Invoice Reference Number) and QR Code printed on the face of the invoice. Please note invoices issued without IRN and QR code if applicable to your organization will be rejected, as the same is not considered as a valid Tax Invoice.

GST Reimbursement Clause: As per GST law, the supplier/BA has to issue Tax Invoice along with supply of goods and in case of services within 30 days from the date of supply of service. The GST amount billed in the Tax Invoice has to be deposited first by your organization. In case, your organization doesn't deposit GST with Govt. treasury on/before prescribed due date, we reserve the right to withheld GST amount till the time it reflected in GSTR-2A / GSTR-2B of company portal.



Annexure II

Special Conditions Of Contract

- 1.SCOPE OF WORK: The scope shall include Design, engineering, manufacture, supply, shop testing at manufacturers works, packing, loading, transportation, freight, transit insurance and unloading at TPWODL site/store.
- 2.Above Price is FOR and inclusive of Transit Insurance/ Packing & Forwarding charges and shall be inclusive of unloading and stacking at TPWODL store locations.
- 3. Any change in statutory taxes, duties and levies shall be borne by TPWODL and supported by necessary documents, whereas any benefits arising owing to such statutory variation in taxes and duties shall be passed on TPWODL.
- 4. Delivery: All the materials shall be delivered within 120 days from the date of receipt of RO / CAT A' GTP approval, whichever is later.
- 5. Guarantee: Material supplied shall have warranty period of at least 48 months from the date of commissioning or 60 months from the date of last supplies made under the contract, whichever is earlier. Other details of warranty clause will remain the same as mentioned in technical specifications.
- 6. Type Test: You have submitted an Undertaking to conduct type test of 100KVA, 11/0.433KV, BIS Energy Efficiency Level-II Rating Distribution Transformer from CPRI/ERDA at your own cost without any liability to TPWODL as per relevant IS-1180 (P-I & II) latest amendment-4 and TPWODL Technical Specification.
- 7. STAGE/FINAL INSPECTION: The stage and final inspection should be conducted EPQ Dept. of TPWODL. All the test i.e., Routine test, No-load loss and load loss at 50% & 100% and %Impedance of 100KVA, 11/0.433KV, BIS Energy Efficiency Level-II Rating Distribution Transformer as finalized by EPQ Dept. of TPWODL.
- 8. Payment Terms: On delivery of the materials in good condition and certification of acceptance by certified official, Business Associate shall submit the Bills/ Invoices in original in the name of TP Western Odisha Distribution Limited. The payment shall be released within 45 days from the date of submission of certified bills / invoices.
- 9. Performance Bank Guarantee: 1.25% of Order value valid till Warranty Period plus one month. The same shall be submitted within 30 days of the issue of RC.
- 10.Order Manager: Mr. Ravindra Panchal and contact no.9029918118.
- 11. Liquidate Damage: For delay of each week and part thereof from the delivery schedule specified in the contract, 1% of the contract value corresponding to undelivered quantity, subject to a maximum of 10% of the total contract value is applicable.
- 12.MDCC shall be issued after finalization of the inspection.
- 13. All other terms and conditions shall be as per the NIT:



TP WESTERN ODISHA DISTRIBUTION LIMITED



PO No. : 5000018783

Special Conditions Of Contract

TPWODL/PJ/O/SU/111 and RC No.6200002815, GCC supply and the subsequent declarations /confirmations provided by the BAs.

Azafelm

RO No. : 5000021994

RELEASE ORDER

Vendor Name & Address RO No. : 5000021994 RO Date: 24.08.2023 M/s GRAM TARANG EMP TRG SER P.LTD(MSME). Release Date : 02.09.2023

RAMCHANDRAPUR KHURDA 752050 Contract No. : 6200003707

Vendor Code ± 100076 Contact Person Mr Choudhury Priyabrat Jena

GSTN No. 21AABCC9406C1ZB Contact No. 8114393825

BA Contact Person BA Contact No.

Purchaser Address References:

TP Western Odisha Distribution Limited NIT: TPWODL-PJ-O-SU-112

BURLA. RC No. 6200003707 Burla 768017

GSTN No.: 21AAICT3326R1Z1

Subject: Release order for supply of 20nos. of 250KVA, 11/0.433KV BIS Energy

Efficiency Lev-II Rating Distribution Transformer.

Dear Sir,

This has reference to the above mentioned correspondence on the subject. We are pleased to place an order with you as under.

: Annexure I Attached

Annexure II Attached

13756658.00 INR (ONE CRORE THIRTY SEVEN LAKH FIFTY SIX THOUSAND SIX HUNDRED FIFTY EIGHT RUPEES)

Completion By:

Total PO Value :

Order Acceptance:

The Release Order constitutes Purchaser's offer to Business Associate upon the terms and conditions stated herein and shall become a binding Contract, when it is accepted either by Business Associate's acknowledgment or performance. The Release Order expressly limits acceptance to the terms and conditions stated herein. Any additional or different terms or conditions proposed by Business Associate are objected to and hereby rejected, including without limitation, Business Associate's quotation or acknowledgment forms. Any reference in the Release Order to Business Associate's quotation or proposal does not imply acceptance of any terms or conditions in that quotation or proposal. It is important that Business Associate signs and returns the Release Order copy within (3) days of receipt. Failure to return the acceptance does not diminish the responsibilities as set forth herein, but may result in delay to any payment that may be due to and may be a cause of termination of this Release Order.

For TP Western Odisha Distribution Limited

(i) Schedule of items / quantities/ Rates

(ii) Special Conditions of the Contract

AUTHORIZED SIGNATORY

Name:

Designation : Contact No. ::

E-mail id: Important Note:- 1. In case of any fiscientation in General Conditions of the Contract (GCC) given by the original order and Special Conditions of Contract (SCC), the GCC shall stand superseded by the SCC to the extent by the original order and by the original order and Special Conditions of Contract (SCC), the GCC shall stand superseded by the SCC to the extent stipulated herein above while palance portion of respective clauses of GCC shall continue to be applicable.

Encl: as above

2. This document does not assure or warrant as regards the measurement of performance, non-performance or short performance by the party named as contracting party herein other than TPWODL in relation to the supplies/services or works involved and the same may not be read in support of any contended right or assertion made by such party in relation thereof unless supported with relevant performance certificate issued by TPWODL.

TP WESTERN ODISHA DISTRIBUTION LIMITED

TPWODL

RO No. : 5000021994

Annexure I

Schedule of Item/ Quantities/ Rate

| Sr No | Material Code Description Details / Specifications | HSN / SAC Code | Qty | Unit | Rate | Amount INR | |
|----------|--|-------------------|-----|------|--------------|------------------------------|--|
| 1 | 101000141 TRANSFORMER 250KVA 11/.4KV CU | 8504 | 20 | EA | 582909.18 | 11,658,183.60 | |
| | CGST SGST | | | % | 9.00 9.00 | 1,049,237.00 1,049,237,00 | |
| | Item Subtotal | | | | | 13,756,657.60 | |
| Item To | tem Total(INR) | | | | | | |
| Total F | Total PO Value(INR) | | | | | | |
| Round | led Total PO Value(INR) | | | | | 13,756,658.00 | |

E-Invoice Clause: The Central Board of Indirect Taxes and Customs vide Notification No. 10/2023 – Central Tax dated 10th May, 2023 have notified the mandatory issuance of E-Invoices w.e.f. 1st August 2023 for those suppliers whose turnover during previous years have exceeded Rs.5crs.In view of the aforesaid notification your office is required to issue Tax Invoice with appropriate IRN (Invoice Reference Number) and QR Code printed on the face of the invoice. Please note invoices issued without IRN and QR code if applicable to your organization will be rejected, as the same is not considered as a valid Tax Invoice.

GST Reimbursement Clause: As per GST law, the supplier/BA has to issue Tax Invoice along with supply of goods and in case of services within 30 days from the date of supply of service. The GST amount billed in the Tax Invoice has to be deposited first by your organization. In case, your organization doesn't deposit GST with Govt. treasury on/before prescribed due date, we reserve the right to withheld GST amount till the time it reflected in GSTR-2A / GSTR-2B of company portal.



RO No. : 5000021994

Annexure II

Special Conditions Of Contract

- 1. Prices will remain firm during the validity of proposed Rate Contract.
- 2. Any change in the statutory taxes, duties and levies within the scheduled date of delivery shall be borne by TPWODL.
- 3.Delivery: The materials shall be delivered within 120 days within 120 days from the date of receipt of RO / CAT A' GTP approval, whichever is later.
- 4. Guarantee: Material supplied shall have a Guarantee period of at least 48 months from the date of commissioning or 60 months from the date of last supplies made under the contract, whichever is earlier. Other details of the warranty clause will remain the same as mentioned in technical specifications.
- 5.Type Test: You have submitted an Undertaking to conduct type test of 250KVA, 11/0.433KV, BIS Energy Efficiency Level-II Rating Distribution Transformer from CPRI/ERDA at their own cost as per relevant IS-1180 (P-I <(>&<)> II) (Latest amendment-4) and TPWODL Technical Specification.
- 6.Payment Terms: On delivery of the materials in good condition and certification of acceptance by certified official, Business Associate shall submit the Bills/ Invoices in original in the name of TP Western Odisha Distribution Limited. The payment shall be released within 45 days from the date of receipt of certified bills / invoices.
- 7.Performance Bank Guarantee: 1.25% of order value till warranty period plus one month. The same shall be submitted within 30 days of the issue of RC.
- 8. ORDER MANAGER: Mr. Ravindra Panchal, E-Mail: Ravindra.panchal@tpwesternodisha.com, Mob.-9029918118
- 9. LIQUIDATE DAMAGE: LD shall be applicable as per GCC.
- 10. STAGE/FINAL INSPECTION: The stage and final inspection should be conducted EPQ Dept. of TPWODL. All the test results are finalized by EPQ Dept. of TPWODL.
- 11. MDCC will be issued after successful of the inspection. All other terms and conditions shall be as per the NIT TPWODL/PJ/O/SU/112 and RC No.6200003707, GCC supply and the subsequent declarations / confirmations provided by the BAs.





RO No.: 5000022056

RO Date: 25.08.2023

AMENDMENT TO PURCHASE ORDER

Vendor Name & Address M/s GRAM TARANG EMP TRG SER P.LTD(MSME),

RAMCHANDRAPUR KHURDA 752050

: 100076

Vendor Code GSTN No.

: 21AABCC9406C1ZB

BA Contact Person

BA Contact No.

Purchaser Address

TP Western Odisha Distribution Limited

BURLA, Burla 768017

GSTN No.: 21AAICT3326R1Z1

RO No. 5000022056-1

Release Date : 07.08.2024

6200003777 Contract No.

Contact Person : Mr Choudhury Priyabrat Jena

Contact No.

: 8114393825

References:

NIT: TPWODL-PJ-O-SU-172

RC No. 6200003777

Subject: Amendment of Release order for supply of 203nos. of 25KVA and 118nos. of

63KVA, 11/0.433KV BIS Energy Efficiency Lev-II rating Distribution

Transformer.

Dear Sir.

This has reference to the above mentioned correspondence on the subject. We are pleased to place an order with you as under.

(i) Schedule of items / quantities/ Rates

: Annexure I Attached

(ii) Special Conditions of the Contract

Annexure II Attached

Total PO Value:

37319860.00 INR (THREE CRORE SEVENTY THREE LAKH NINETEEN THOUSAND EIGHT

HUNDRED SIXTY RUPEES)

Completion By:

Order Acceptance:

The Release Order constitutes Purchaser's offer to Business Associate upon the terms and conditions stated herein and shall become a binding Contract, when it is accepted either by Business Associate's acknowledgment or performance. The Release Order expressly limits acceptance to the terms and conditions stated herein. Any additional or different terms or conditions proposed by Business Associate are objected to and hereby rejected, including without limitation, Business Associate's quotation or acknowledgment forms. Any reference in the Release Order to Business Associate's quotation or proposal does not imply acceptance of any terms or conditions in that quotation or proposal. It is important that Business Associate signs and returns the Release Order copy within (3) days of receipt. Failure to return the acceptance does not diminish the responsibilities as set forth herein, but may result in delay to any payment that may be due to and may be a cause of termination of this Release Order.

For TP Western Odisha Distribution Limited

AUTHORIZED SIGNATORY

Name:

Designation:

Contact No. :

E-mail id:

TP WESTERN ODISHA DISTRIBUTION LIMITED





Important Note:- 1. In case of any discrepancies between the stipulation in General Conditions of the Contract (GCC) given by the original order and Special Conditions of Contract (SCC), the GCC shall stand superseded by the SCC to the extent stipulated herein above while balance portion of respective clauses of GCC shall continue to be applicable. Encl: as above

2. This document does not assure or warrant as regards the measurement of performance, non-performance or short performance by the party named as contracting party herein other than TPWODL in relation to the supplies/services or works involved and the same may not be read in support of any contended right or assertion made by such party in relation thereof unless supported with relevant performance certificate issued by TPWODL.

TP WESTERN ODISHA DISTRIBUTION LIMITED



Annexure II

Special Conditions Of Contract

Amendment:

The RO quantities reduced from 413nos. to 203nos. with delivery schedule remaining same as per original order.

All other terms and conditions are remains unaltered.

1. Price variation clause applicable as per IEEMA during the course of Rate Contract.

As per circular no. IEEMA/PVC/DIST_AL_Up to 2.5 MVA/DE/2021 dated 22-11-2021 of IEEMA (pg. no.4), the amended PV clause shall be applicable w.e.f. 01-09-2021 as follows.

P = P0/100 (8+22*(AL/AL0) +36*(ES/ES0) +12*(IS/IS0) + 5*(IM/IM0) + 10*(TO/T00) +7*(W/W0))

Wherein<(>,<)>

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

P0 = Price quoted/confirmed.

ALO = LME CSP Average of Aluminium (refer notes)

This price is as applicable for the month, ONE month prior to the date of tendering.

ESo = Price of CRGO Electrical Steel Lamination (refer notes)

This price is as applicable for the month, ONE month prior to the date of tendering.

ISo = Price of HR Coil of 3.15 mm thickness (refer notes)

This price is as applicable for the month, ONE month prior to the date of tendering.

IMO = Price of Insulating Materials (refer notes)

This price is as applicable for the month, ONE month prior to the date of tendering.

TOO = Price of Transformer Oil (refer notes)

This price is as applicable for the month, ONE month prior to the date of tendering.

W0 = 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 for the month, THREE months prior to the date of tendering.

The above prices and indicates are as published by IEEMA vide circular reference number IEEMA (PVC)/ DTR $_$ DIST $_$ TRF(R-1)/ $_$ /One month prior to the date of tendering.

AL = LME CSP Average of Aluminium (refer notes)

This price is as applicable for the month, ONE month prior to the date of delivery.

ES = Price of CRGO Electrical Steel Lamination (refer notes)

This price is as applicable for the month, ONE month prior to the date



TP WESTERN ODISHA DISTRIBUTION LIMITED



Annexure I

Ammendment History

| Revision No | Revision Text | Net Value | Diff Value | Changed BY |
|-------------|---------------|---------------|----------------|------------|
| 1 | | 31,627,000.00 | 15,750,000.00- | |

Schedule of Item/ Quantities/ Rate

| Sr No | Material Code Description Details / Specifications | HSN / SAC Code | Qty | Unit | Rate | Amount INR | |
|----------|---|-------------------|-----|---------|--------------|------------------------------|--|
| 1 | 101000145 TRANSFORMER 25KVA 11/.4KV AL 25KVA, 11/0.433KV, 3-Ph, Al. Wound BIS Energy Efficiency Lev-II rating Distribution Transformer. | 8504 | 203 | EA | 73500.00 | 14,920,500.00 | |
| | Freight/Quantity | | | INR/QTY | 1,500.00 | 304,500.00 | |
| | CGST | | | % | 9.00 9.00 | 1,370,250.00 1,370,250.00 | |
| | Item Subtotal | | | | | 17,965,500.00 | |
| 2 | 101000208 TRANSFORMER 63KVA 11/.4KV AL | 8504 | 118 | EA | 137000.00 | 16,166,000.00 | |
| | Freight/Quantity | | | INR/QTY | 2,000.00 | 236,000.00 | |
| | CGST SGST | | | % | 9.00 9.00 | 1,476,180.00 1,476,180.00 | |
| | Item Subtotal | | | | | 19,354,360.00 | |
| tem To | em Total(INR) | | | | | | |
| Total F | PO Value(INR) | | | | | 37,319,860.00 | |

E-Invoice Clause: The Central Board of Indirect Taxes and Customs vide Notification No. 10/2023 – Central Tax dated 10th May, 2023 have notified the mandatory issuance of E-Invoices w.e.f. 1st August 2023 for those suppliers whose turnover during previous years have exceeded Rs.5crs.In view of the aforesaid notification your office is required to issue Tax Invoice with appropriate IRN (Invoice Reference Number) and QR Code printed on the face of the invoice. Please note invoices issued without IRN and QR code if applicable to your organization will be rejected, as the same is not considered as a valid Tax Invoice.

GST Reimbursement Clause: As per GST law, the supplier/BA has to issue Tax Invoice along with supply of goods and in case of services within 30 days from the date of supply of service. The GST amount billed in the Tax Invoice has to be deposited first by your organization. In case, your organization doesn't deposit GST with Govt. treasury on/before prescribed due date, we reserve the right to withheld GST amount till the time it reflected in GSTR-2A / GSTR-2B of company portal.

TP WESTERN ODISHA DISTRIBUTION LIMITED



Special Conditions Of Contract

of delivery.

IS = Price of HR Coil of 3.15 mm thickness (refer notes)

This price is as applicable for the month, ONE month prior to the date of delivery.

IM = Price of Insulating Materials (refer notes)

This price is as applicable for the month, ONE month prior to the date of delivery.

TO = Price of Transformer Oil (refer notes)

This price is as applicable for the month, ONE month 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 for the month, THREE months prior to the date of delivery.

- 2. Any change in the statutory taxes, duties and levies within the schedule date of delivery shall be borne by TPWODL.
- 3. Delivery: All the materials shall be delivered as per the schedule mentioned below:

1st. Lot: 100nos. of 25KVA and 59nos. of 63KVA, 11/0.433KV BIS Lev-II DTR within 30.11.2023.

2nd. Lot: 100nos. of 25KVA and 59nos. of 63KVA, 11/0.433KV BIS Lev-II DTR within 30.02.2024.

3rd. Lot: 213nos. of 25KVA,11/0.433KV BIS Lev-II DTR within 30.06.2024.

- 4. Guarantee: Material supplied shall have a Guarantee of 48 months from the date of commissioning or 60 months from the date of last supply made under the contract release order, whichever is earlier. Other details of the warranty clause will remain the same as mentioned in technical specifications.
- 5.Payment Terms: On delivery of the materials in good condition and certification of acceptance by certified official, Business Associate shall submit the Bills/ Invoices in original in the name of TP Western Odisha Distribution Limited. The payment shall be released within 45 days from the date of submission of certified bills / invoices.
- 6. ORDER MANAGER: Mr. Ravindra Panchal, E-Mail:

Ravindra.panchal@tpwesternodisha.com, Mob.-9029918118

- 7. LIQUIDATE DAMAGE: LD shall be applicable as per GCC.
- 8. STAGE/FINAL INSPECTION: The stage and final inspection should be conducted EPQ Dept. of TPWODL. All the test results are finalized by EPQ Dept. of TPWODL.
- 9. MDCC will be issued after successful of the inspection.

All other terms and conditions shall be as per the NIT TPWODL/PJ/O/SU/172 and RC No.6200003777, GCC supply and the subsequent declarations / confirmations provided by the BAs.



TP WESTERN ODISHA DISTRIBUTION LIMITED

P.V.

TPWODL

PO No. : 5000008236

RELEASE ORDER

Vendor Name & Address PO No 5000008236 M/s GRAM TARANG EMP TRG SER P.LTD(MSME). Release Date 17.10.2022 RAMCHANDRAPUR KHURDA 752050 Contract No. 6200001925 Vendor Code 100076 Contact Person : Mr Choudhury Priyabrat Jena GSTN No. : 21AABCC9406C1ZB Contact No. 8114393825 **BA Contact Person** BA Contact No. Purchaser Address References: TP Western Odisha Distribution Limited NIT No.: TPWODL/PJ/O/SU/025. BURLA. RC No. 6200001925. Burla 768017

Subject: Release order for supply of 300nos. of 25KVA, 11/0.23KV, 1-Ph, Al. wound, BIS Energy Efficiency Lev-II rating Distribution Transformer.

Dear Sir.

This has reference to the above mentioned correspondence on the subject. We are pleased to place an order with you as under.

(i) Schedule of items / quantities/ Rates

Annexure | Attached

(ii) Special Conditions of the Contract

GSTN No.: 21AAICT3326R1Z1

: Annexure II Attached

Total PO Value :

 $37150530.00~{
m INR}$ (THREE CRORE SEVENTY ONE LAKH FIFTY THOUSAND FIVE HUNDRED

THIRTY RUPEES)

Completion By : Order Acceptance:

The Release Order constitutes Purchaser's offer to Business Associate upon the terms and conditions stated herein and shall become a binding Contract, when it is accepted either by Business Associate's acknowledgment or performance. The Release Order expressly limits acceptance to the terms and conditions stated herein. Any additional or different terms or conditions proposed by Business Associate are objected to and hereby rejected, including without limitation, Business Associate's quotation or acknowledgment forms. Any reference in the Release Order to Business Associate's quotation or proposal does not imply acceptance of any terms or conditions in that quotation or proposal. It is important that Business Associate signs and returns the Release Order copy within (3) days of receipt. Failure to return the acceptance does not diminish the responsibilities as set forth herein, but may result in delay to any payment that may be due to and may be a cause of termination of this Release Order.

For TP Western Odisha Distribution Aimited

AUTHORIZED SIGNATORY

Name:

Designation:

Contact No. :

E-mail id:

orporate Office

Important Note:- 1. In case of any discrepancies between the stipulation in General Conditions of the Contract (GCC) given by the original order and Special Conditions of Contract (SCC), the GCC shall stand superseded by the SCC to the extent stipulated herein above while balance portion of respective clauses of GCC shall continue to be applicable. Encl: as above

2. This document does not assure or warrant as regards the measurement of performance, non-performance or short performance by the party named as contracting party herein other than TPWODL in relation to the supplies/services or works involved and the same may not be read in support of any contended right or assertion made by such party in relation thereof unless supported with relevant performance certificate issued by TPWODL.

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TP WESTERN ODISHA DISTRIBUTION LIMITED

TPWODL

PO No.: 5000008236

Annexure I

Schedule of Item/ Quantities/ Rate

| Sr No | Material Code Description Details / Specifications | HSN / SAC Code | Qty | Unit | Rate | Amount INR |
|----------|---|-------------------|-----|---------|--------------|------------------------------|
| 1 | 101000147 TRANSFORMER 25KVA 11/.23KV AL CRGO 25KVA, 11/0.23KV, 1-ph, Al. wound, BIS Energy Efficiency Lev-II rating Distribution Transformer. | 8504 | 300 | EA | 104245.00 | 31,273,500.00 |
| | Freight/Quantity | | | INR/QTY | 700.00 | 210,000.00 |
| | CGST SGST | | | % | 9.00 9.00 | 2,833,515.00 2,833,515.00 |
| | Item Subtotal | | | | | 37,150,530.00 |
| Item To | otal(INR) | 37,150,530.00 | | | | |
| Total F | PO Value(INR) | | | | | 37,150,530.00 |

E-Invoice Clause: The Central Board of Indirect Taxes and Customs vide Notification No. 01/2022 – Central Tax dated 24th February, 2022 have notified the mandatory issuance of E-Invoices w.e.f. 1st April 2022 for those suppliers whose turnover during previous years have exceeded Rs.20crs.In view of the aforesaid notification your office is required to issue Tax Invoice with appropriate IRN (Invoice Reference Number) and QR Code printed on the face of the invoice. Please note invoices issued without IRN and QR code if applicable to your organization will be rejected, as the same is not considered as a valid Tax Invoice.

GST Reimbursement Clause: As per GST law, the supplier/BA has to issue Tax Invoice along with supply of goods and in case of services within 30 days from the date of supply of service. The GST amount billed in the Tax Invoice has to be deposited first by your organization. In case, your organization doesn't deposit GST with Govt. treasury on/before prescribed due date, we reserve the right to withheld GST amount till the time it reflected in GSTR-2A / GSTR-2B of company portal.



PO No. : 5000008236

Annexure II

Special Conditions Of Contract

1. Price Variation clause applicable as per tender document & it will be applicable only on unit price excluding freight. Price variation clause shall be applicable as per IEEMA during the course of Rate Contract as per circular no. IEEMA/PVC/DIST_AL_Up to 2.5 MVA/DE/2021 dated $22-11-2021 \text{ of IEEMA (pg. no.4) applicable w.e.f. 01-09-2021 as follows. } P = P0/100 \; (8+22*(AL/AL0) \; +36*(ES/ES0) \; +12*(IS/IS0) \; + 5*(IM/IM0) \; + 10*(TO/TO0) \; +7*(W/W0))$

Wherein<(>,<)>

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

P0 = Price quoted/confirmed.

ALO = LME CSP Average of Aluminum

ESo = Price of CRGO Electrical Steel Lamination

ISo = Price of HR Coil of 3.15 mm thickness

IM0 = Price of Insulating Materials

TOO = Price of Transformer Oil

Above prices are as applicable for the month, ONE month prior to the date of tendering.

W0 = 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 for the month, THREE months prior to the date of tendering.

PV calculator of IEEMA shall be used for calculation / BA should submit PV calculation along with each Invoice for bill processing.

- 2. Type Test: You have submitted an Undertaking to conduct type test of 25KVA, 11/0.23KV, BIS Energy Efficiency Level-II Rating Distribution Transformer from CPRI/NABL Accredited lab or any independent government approved lab at your own cost without any liability to TPWODL as per relevant IS-1180 (P-I & II) and last amendment and TPWODL Technical Specification.
- 3. STAGE/FINAL INSPECTION: The stage and final inspection should be conducted EPQ Dept. of TPWODL. All the test i.e., Routine test, No-load loss and load loss at 50% & 100% and %Impedance of 25KVA, 11/0.23KV, BIS Energy Efficiency Level-II Rating Distribution Transformer as finalized by EPQ Dept. of TPWODL.
- 4. MDCC will be issued after successful of the inspection.
- 5. DELIVERY SCHEDULE: All the materials shall be delivered as per the schedule mentioned below.

1st. lot: 75nos. of 25KVA, 11/0.23KV, BIS Energy Efficiency lev-II rating Distribution Transformer within 17.01.2023.

2nd. lot: 75nos. of 25KVA, 11/0.23KV, BIS Energy Efficiency lev-II rating Distribution Transformer within 17.02.2023.

3rd. lot: 75nos. of 25KVA, 11/0.23KV, BIS Energy Efficiency lev-II

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TP WESTERN ODISHA DISTRIBUTION LIMITED

TPWODL

PO No. : 5000008236

Special Conditions Of Contract

rating Distribution Transformer within 17.03.2023.
4th. lot: 75nos. of 25KVA, 11/0.23KV, BIS Energy Efficiency lev-II rating Distribution Transformer within 17.04.2023.
All other terms and conditions shall be as per the NIT:
TPWODL/PJ/O/SU/025 and RC No. 6200001925, GCC supply and the subsequent declarations /confirmations provided by the BAs.

