



**TELANGANA STATE POWER GENERATION CORPORATION LTD**  
**(A Government of TS Undertaking)**  
**TSGENCO CORPORATE OFFICE**  
**VIDYUT SOUDHA, HYDERABAD**  
**Website:www.tsgenco.co.in**

**From :**

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

**To :**

M/s TORSHIMA PUMP MFG.CO.,LTD.  
 1-1-8, MIYATACHO  
 TAKATSUKI  
 OSAKA 5698660, Osaka  
 Phone No:81726902308  
 Fax No:81726902329

**Vendor Code : 300023**

CST No. : 36280126964(CENTRAL)  
 TIN No. : 36280126964  
 PAN No. : AAFCT0257Q  
 CIN No. : U40102TG2014SGC094070  
 Indenting Plant : KTPS-V & VI

**PO No: 7000011605 CE/GEN / SE/GEN-I / EME II / D07 / 2015 - 16 / / DT. 13.10.2015**

**Sub:** Sub: KTPS#VI Stage-Unit No.XI (1X500MW) # Supply of "Boiler Circulating Pump without pump casing of M/s.Torshima Pump MFG Co. Limited, OSAKA/JAPAN make for Unit-XI(1X500MW) of KTPS-VI Stage # Detailed PO- Issued #Regarding.

- Ref :**
- 1) T/o.Enq.No.CEG-I/620/KTPS-VI/Boiler Circulating Pump/D.No.353/13, Dt: 05/08/2013.
  - 2) Your Offer No.TIN-130044R00, Dt:08.10.2013.
  - 3) Negotiations Dt:20.12.2013.
  - 4) Your Letter No.Tin/130044/APGENCO, Dt:23.12.2013.
  - 5) T/o.LOINO.CEG-I/620/KTPS-VI/Unit No.XI/BCP/DNo111/14, Dt:28/03/2014.
  - 6) Your E Mail Dt:23.04.2014
  - 7) This SAP PO is generated against PO.NO.GM 5607/CEG-I/620/KTPS-VI/Unit No.XI/BCP/DNo.146/14, Dt:02/05/2014.
  - 8) Lr.No.CEG/SE(G)/E2A2/GM5607/F.Boiler Circulating pump/D.No.80/15., Dt.04.06.2015-Amendment-I (copy attached)
  - 9)Lr.No.CEG/SE(G)/E2A2/GM5607/F.Boiler Circulating pump/D.No.109/15., Dt.17.06.2015-Amendment-II (copy attached)
  - 10)Lr.No.CEG/SE(G)/E2A2/GM5607/F.Boiler Circulating pump/D.No.138/15., Dt.06.07.2015-Amendment-III (copy attached)
  - 11)Lr.No.CEG/SE(G)/E2A2/GM5607/F.Boiler Circulating pump/D.No.193/15., Dt.19.08.2015-Amendment-IV (copy attached)

**1 ACCEPTANCE :**

I acting for, on behalf of and by the Order & Direction of TELANGANA STATE POWER GENERATION CORPORATION LTD (hereinafter called "TSGENCO"), accept your offer cited (2) above, against this office enquiry cited (1) above, along with the subsequent correspondences cited (3) & (4) above, for Supply of "Boiler Circulating Pump without pump casing of M/s.Torshima Pump MFG Co. Limited, OSAKA/ JAPAN make for Unit-XI(1X500MW) of KTPS-VI Stage, as detailed in Clause No.(2) below, subject to the terms and conditions set out in this order. This purchase order is issued in regularization of this office letter of intent Dt:28.03.2014 and your acceptance mail Dt:23.04.2014.

**2) SCOPE OF SUPPLY:**

This contract relates to the Supply of "Boiler Circulating Pump without pump casing of M/s.Torshima Pump MFG Co. Limited, OSAKA/JAPAN make for Unit-XI (1X500MW) of KTPS-VI Stage as per schedule of material, as detailed in clause No.(3) below.

**3) SCHEDULE OF MATERIALS AND PRICES:**

Sl. No. Description of the material Total Amount in JPY.

1 Supply of Boiler Circulating Pump without pump casing of M/s.Torshima Pump MFG Co. Limited, OSAKA/JAPAN make for Unit-XI (1X500MW) of KTPS-VI Stage. 4,88,70,000.00  
(JPY Four Crores Eighty Eight Lakhs and Seventy Thousand Only)

**4) PRICE BASIS:**

The prices accepted in Clause No.(3) above, are FOB OSAKA/KOBE, JAPAN basis. The total value of the contract is payable in JPY. The above prices are firm till the completion of supply and inclusive of Packing & Forwarding charges, but exclusive of Freight & Transit Insurance charges, Custom Duty, Inland Freight and Insurance Charges & Service Tax thereon.

**5. PACKING, FORWARDING:**

The prices accepted in Clause No.(3) above are inclusive of Special Export Packing and forwarding charges.

**6. FREIGHT & TRANSIT INSURANCE:-**

a) The prices accepted in Clause No.(3) above are Exclusive of Air Freight charges, Transit Insurance and service charges there on from Japan to KTPS-VI stage. Freight charges, Transit Insurance and service charges from Japan to KTPS-VI stage are to TSGENCO account.

b) M/s.Balmer Lawrie & Co. Ltd., Hyderabad will act as C&F agent, Air Freight and Transit Insurance, inland Freight & Transit Insurance provider and charges are to TSGENCO account. M/s.Torshima Pump MFG Co. Limited, OSAKA/JAPAN shall inform the readiness of the material for dispatch to M/s.Balmer Lawrie & Co. Ltd., Hyderabad & also to this office. M/s.Balmer Lawrie & Co. Ltd., Hyderabad will provide Freight and Transit insurance(Form Osaka, Japan to KTPS-VI Stage) and Immediately after the dispatch of the material the details shall be intimated by Fax to M/s.Balmer Lawrie & Co Ltd.,(040-23404556/ 2590/ 0250, 23415272/8638, Fax Nos: 040-23400958) with a copy marked to this office.

**7. CUSTOMS DUTY:-**

The Prices accepted in clause No.(3) above are exclusive of all CUSTOMS DUTIES applicable, which will be borne by TSGENCO.

**8. IMPORT LICENSE: -**

As per the revised import/export policy in force, imports of raw materials and spare parts, equipments etc. barring items in the negative list can be freely made without necessity of an import license by purchasing necessary foreign exchange from open market.

**9. INDIAN AGENCY:**

It is noted that M/s.Torshima Pumps (India) Private Limited, Gurgaon(Haryana), India is your authorized Indian representative. Indian representative shall be responsible for effective co-ordination with you on all issues, including the following, in connection with the execution of Purchase Order placed based on the Offer furnished against this Enquiry.

- (a) Ensuring timely supplies.
- (b) Providing assistance, if necessary, at the time of Customs clearance.
- (c) Arranging settlement of any claims, during Guarantee Period.
- (d) Submission of PBG etc.

**10. DESPATCH:**

The material shall be dispatched by Air. All charges towards Packing, Forwarding are inclusive in quoted price.

The Air Way Bill/ Bill of lading should be drawn indicating the following:

Consignee : Telangana State Power Generation Corporation Ltd., TELANGANA STATE,INDIA

Port Consignee : M/s.Balmer Lawrie & Co Ltd.,

Logistic Services Division

301, Regency House, 680,

Somajiguda, Hyderabad-500 082.

Ultimate Consignee : The Assistant Divisional Engineer (Stores),

Kothagudem Thermal Power Station, Stage-V& VI Stages, Paloncha-507 115, Khammam(Dist) , Telangana State , INDIA.

Port of Delivery : HYDERABAD AirPort, TS, INDIA.

**11. CLEARANCE & FORWARDING CHARGES:-**

The charges towards clearance & forwarding will be to TSGENCO account. The clearance from Japan to KTPS-VI Stage site and inland dispatch to the ultimate consignee will be arranged by M/s.Balmer Lawrie & Co Ltd., Hyderabad.

**12. DELIVERY:-**

Delivery will be Ex- works, Japan, 12months from the date of receipt of technically and commercially cleared Purchase Order. However, it is requested to expedite supply of the material to meet the urgent requirement.

**13. PAYMENT TERMS:-**

Irrevocable confirmed letter of credit will be opened after confirmation of readiness of the material for shipment. LC shall be valid for remaining Delivery period plus 3weeks time for negotiation of documents. 100% payment shall be made against presentation of dispatch documents like Bill of Lading, Invoice, Packing List etc. Bank charges for LC to be paid on either side.

Bank Details :

Name of Account :Torshima Pump MFG Co. Limited  
 Name of bank : THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., OSAKA  
 ADDRESS : 3-5-6 FUSHIMI-MACHI CHUOU-KU,OSAKA 541-8530, JAPAN  
 Account No. : (JPY) 9006913  
 Branch : OSAKA-CHUO  
 Swift Code :BOTKJPJTOSA

**14. LC PAYMENT DETAILS:-**

Letter of Credit shall be opened in favour of Torshima Pump MFG Co. Limited, OSAKA/JAPAN with account No. Account No.:(JPY) 9006913 through THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., OSAKA with sufficient validity to cover delivery period plus further 21days for negotiations and payable to M/s Torshima Pump MFG Co. Limited and Swift Code: BOTKJPJTOSA. All Bank charges within INDIA will be borne by APGENCO, while those applicable outside India shall be to the SUPPLIER's account.

**15. SECURITY DEPOSIT:-**

Waived as a special case.

**16. PERFORMANCE BANK GUARANTEE:**

You shall furnish PBG equivalent to 10% of the order value by way of D.D drawn on any nationalized/schedule bank in favour of "Pay Officer /APGENCO/ Vidyut Soudha, Hyderabad- 500082" payable at Hyderabad or by way of Bank Guarantee from any Indian Nationalized Bank duly covering the Guarantee period for satisfactory fulfillment of the terms and condition of the order. The BG shall be furnished on a stamp paper of Rs.100/- purchased in the name of bank covering delivery period, in the prescribed Proforma here with enclosed. The PBG will be returned on application, after completion of Guarantee period of the material. The PBG shall furnish before opening LC.

**17. TEST CERTIFICATES & TECHNICAL LITERATURE:-** Waived as a special case.**18. PACKING & PACKING LIST:-**

The packing list signed by an officer or principals of your company shall be furnished. All the items ordered shall be securely packed as per export packing standards. The contractor shall insert in each case, packing list fully item wise to show the full description of the contents. The SUPPLIER shall ensure that the details indicated in the Packing List(s) are in line with the Item Descriptions in Clause (3) ante.

**19. INTERCHANGEABILITY CERTIFICATE:-**

The supplier shall furnish the Interchangeability certificate along with the dispatch documents for ensuring suitability of supplied materials with the material installed at KTPS-VI Stage(1X500MW).

**20. CONSIGNEE INSTRUCTIONS:-** The Imported Boiler Circulating Pump without pump casing shall be dispatched, consigned to the Assistant Divisional Engineer (Stores)/KTPS-V & VI Stages, as detailed in Clause No.(10) above. The SUPPLIER shall ensure that the Boiler Circulating Pump without pump casing suitably packed, as per relevant International standards for Export, capable of withstanding any rough handling during transit by AIR up to HYDERABAD (INDIA), and also during Storage in Warehouses/Godowns, till the Consignment reaches its final destination.

**21. INVOICE:-**

Invoices shall be prepared in 15copies on commercial invoice forms and serially numbered. All the invoices shall bear the following certificates and the superscription regarding foreign exchange release Letter No. & Purchase order No. etc. the original copy being signed by the seller or his authorized representative.

- a) The material covered by the invoices should have passed test and conform in every way to the contract Specification and packed in accordance with the contract requirement.
- b) The Invoice must be correct in all aspects and it may be ensured that no other invoice has been rendered previously in respect of the articles now charged herein.
- c) Copies of 1 to 14 inclusive of original invoices shall be distributed as provided in Clause No. below. The 15th copy may be retained by you.

**22. DISTRIBUTION OF DOCUMENTS:**

Immediately after the dispatch of the consignment, the copies of 1-14 inclusive of original invoices shall be distributed to as per the details given below and the 15th copy may be retained by you.

- I. To the Bank for onward transmission to the TSGENCO:
  - (a) Original copy of AIR WAY BILL (S) (duly filled, signed & stamped),
  - (b) Six copies each, of the INVOICE (S) & PACKING LIST (S).
  - (c) Original Certificates of WARRANTY & COUNTRY OF ORIGIN.
- II. To the Port Consignee, i.e M/s.Balmer Lawrie & Co Ltd., Hyderabad
  - (a) One copy of the AIR WAY BILL,
  - (b) Two copies each, of the INVOICE (S) & PACKING LIST(S)
- III. To the Ultimate Consignee, i.e, ADE/(Stores)/ KTPS # V & VI stages, Paloncha-507 115, Khammam (District), TELANGANA, INDIA:
  - (a) One copy of the AIR WAY BILL,
  - (b) Two copies each, of the INVOICE (S) & PACKING LIST(S).
- IV. To this Office, i.e to CHIEF ENGINEER (GENERATION)/VS/Hyderabad.
  - (a) One copy of the AIR WAY BILL,
  - (b) Four copies each, of the INVOICE (S) & PACKING LIST (S).
  - (c) Copies of Certificates for WARRANTY & COUNTRY OF ORIGIN.

23. **MARKINGS:-**

Each case shall have shipping marks as per the relevant International Standards for Export, stenciled on two opposite sides and thereof. Besides you shall include in the markings Gross net weight and cubic measurements.

24. **COUNTRY OF ORIGIN:-**

You shall guarantee that the materials supplied under this contract are of Osaka/Japan as country of origin. A Certificate shall be furnished to this effect, along with the despatch documents.

25. **WARRANTY:-**

The material supplied under this contract shall be guaranteed against manufacturing defects for a period of 12months from the date of installation and 18months from the date of dispatch, whichever is earlier. If during this period, the materials are found defective, they shall be replaced free of cost, freight prepaid.

26. **PENALTY:-**

Waived as a special case.

27. **TECHNICAL SUPPORT:** The firm shall provide technical assistance during replacement on chargeable basis, if required.

28. **DISPUTES:-**

Any disputes or claims arising out of or relating to the contract on breach thereof shall be finally settled by arbitration as per relevant bilateral Arbitration Agreement.

29. **ACKNOWLEDGEMENT:-**

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

For & on behalf of TSGENCO

CHIEF ENGINEER

(GENERATION)

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WE ACCEPT THE TERMS & CONDITIONS STIPULATED IN THIS ORDER.

Seal of the SUPPLIER

Authorized Representative

Signature of the SUPPLIER#S

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COPY TO :

CHIEF ENGINEER/O&M/KTPS-V & VI STAGES/PALONCHA-507115/KHAMMAM (DT).

SUPERINTENDING

ENGINEER/O&M/KTPS-VI/PALONCHA-507115/KHAMMAM

(DT).ADE/STORES/PALONCHA-507115/KHAMMAM (DT).

SAO/O&M/PALONCHA-507115/KHAMMAM (DT).

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

SE/T TO THE DIRECTOR (THERMAL) /TSGENCO/VIDYUT SOUDHA/HYD-500082.

Copy to:

M/s.Torshima Pumps (India) Private Limited, 1106, Tower-B, 11th Floor, Millennium Plaza, Sector-27, Gurgaon-122002(Haryana). Phone No.+91-124-4728950.

CC to :

M/S.BALMER LAWRIE & CO LTD., LOGISTIC SERVICES DIVISION, 301, REGENCY HOUSE, 680, SOMAJIGUDA, HYDERABAD-500082. PH.NO. 040-23404556/2590/0250  
23415272/8638, FAX NO. 040-23400958, E-MAIL: bllms\_hyd@balmerlawrie.net.

**For & On behalf of TSGENCO**

**Chief Engineer (Generation )**

Document Dispatch Details:

Dispatch No:            Date :            LOA Payment

We accept all the terms and conditions of this order.

SEAL OF THE SUPPLIER

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

Copy to:

**Annexure - 1****PO No: 7000011605 CE/GEN / SE/GEN-I / EME II / D07 / 2015 - 16 / / DT.13.10.2015**

**Sub:** Sub: KTPS#VI Stage-Unit No.XI (1X500MW) # Supply of "Boiler Circulating Pump without pump casing of M/s.Torshima Pump MFG Co. Limited, OSAKA/JAPAN make for Unit-XI(1X500MW) of KTPS-VI Stage # Detailed PO- Issued #Regarding.

S.No.	Material Code (HSN) Description	UOM	Qty	Unit Price	Per	Total Value
1	100105162 BOILER CIRCULATING PUMP WITHOUT PUMP CASING,BCP HLAV2X300-460/1C,TYPE: GLANDLESS WET MOTOR CAPACITY OF EACH PUMP (M3 /HR): 1625,	NO	1	48870000.00 JPY	1	48870000.00

**Total Amount : JPY 48,870,000.00****Total Amount in Words : Japanese Yen Fortyeight Million Eight Hundred Seventy Thousand****Chief Engineer (Generation )**