

TRANSMISSION CORPORATION OF TELANGANA LIMITED

From
Chief General Manager (HRD),
TSTRANSCO, Vidyut Soudha,
Hyderabad - 500 082.

Phone/Fax - 040-23317638

To
M/s 21st Century Electronics & Teleco-
mmunications, H.No.1-11-248/3,
1st floor, Shyamlal Building,
Begumpet, Hyderabad-500016
Tel: 040- 27767760, 66327760

P.O.No.81-CGM(HRD)/DS(S)/AS(S-III)/PO(S,F,CRD)/JPO/ /Photocopiers/

Dt:04.04.2017

Sir,

Sub:- TSTRANSCO - Stationery & Furniture Section - Supply of 1 No. Sharp Digital Multifunctional Photo Copier Model:MX-M265N with trolley and stabilizer with 1 year warranty - Purchase Order issued -Regarding.

Ref:- 1. Uo No.CE/Trans/AAE/Techn./PO(CC)/D.No.44/2017
dt.9-2-2017
2. Your quotation dated:18-3-2017.

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1. a. Acceptance:

I, acting for and on behalf of 'TRANSMISSION CORPORATION OF TELANGANA LIMITED', (herein after called the 'TSTRANSCO' or "the Purchaser") accept your (M/s. 21st Century Electronics & Telecommunications, Hyderabad hereafter called the supplier) quotation vide reference 2nd cited for Supply of 1 No. Sharp Digital Multifunctional Photo Copier Model:MX-M265N with trolley and stabilizer with 1 year warranty for the said model as detailed under clause (2) subject to the terms and conditions set out in this order.

b. Scope of contract:

This contract relates to the Supply of 1 No. Sharp Digital Multifunctional Photo Copier Model:MX-M265N with trolley and stabilizer with 1 year warranty for the said model as detailed under clause (2) and covers Design, manufacture, testing before dispatch, delivery F.O.R destination, as detailed in this Purchase Order.

2. Schedule of Material and Prices:

Sl. No	Description	Qty (Nos)	Unit Price (Rs.)	VAT (5%)	Amount including Taxes (in Rs.)	Total Amount For 2 Nos. including Taxes (in Rs.)
1	<p>Sharp Digital Multifunctional Photo Copier Model :MXM265N with trolley and stabilizer:</p> <ul style="list-style-type: none"> ➤ Speed 26CPM ➤ Paper Size: Max A3 & Min. A6 ➤ Paper capacity 1100 sheets (2main trays x 500) + 100 sheets by pass tray ➤ Continuous copies: 1-999 ➤ Duplex network printing and network color scanning ➤ Copy resolution : 600 x 600 dpi ➤ Network printing resolution: 1200 x 600 dpi ➤ Zoom Range: 25% - 400% ➤ Memory: 2GB RAM, Hard Disk: 250GB ➤ Scan Method : Push & Pull Scan ➤ Electronic Sorting ➤ 7" Color touch LCD display (with choice of 6 colors) ➤ RADF capacity 100 sheets ➤ Output tray capacity 500 sheets 	1	89000	4450	93,450	93450.00
					Total in Rs.	93,450.00
(Rupees Ninety three thousand four hundred and fifty only)						

3. Prices:

The total prices accepted under "Schedule of Materials "are "FIRM" in Rupees F.O.R destination basis and inclusive of VAT@ 5%, packing, forwarding and other legally permissible duties and levies wherever applicable, handling charges to cover the transport by road from destination to site / stores, unloading at destination.

4. Taxes and Duties:

The prices accepted above are inclusive of all taxes. TSTRANSCO is not liable to pay any other sort of taxes and duties and it is your responsibility to bear them completely either now or in future. TSTRANSCO assumes full powers to recover the statutory taxes and duties, if levied at a later date, either in full or in part from the securities provided by you against this order.

5. **Delivery:**

Delivery of the equipment shall be completed within **2 weeks** from the date of issue of Purchase Order.

6. **Dispatch Instructions:**

The material and the delivery challan in triplicate shall be delivered as per the following details:

Sl.No	Receiving authority(Consignee)	Counter signing Authority for delivery challan
1	CE/Transmission	AAE/T to CE/Transmission

7. **PERFORMANCE SECURITY:**

7.1 The supplier shall furnish to the Purchaser the performance security for an amount equal to 10% of the **total contract value** for proper fulfillment of the contract, which will include the warranty period, and completion of performance obligations including warranty obligations. The performance security will cover 60 days beyond the date of completion of performance obligations including warranty obligations.

7.2 In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected / replaced material will be extended to a further period of 12 months and the Performance Bank Guarantee for proportionate value will be extended 60 days over and above the extended warranty period. The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to fulfill its obligations under the Contract.

7.3 The performance security will be

A bank guarantee issued by a scheduled bank acceptable to the Purchaser, in the form provided in the bidding documents.

OR

A banker's Cheque or crossed DD or Pay Order payable at the Head quarter of the Purchaser in favour of Pay officer/TSTRANSCO drawn on any scheduled bank and payable at Hyderabad.

8. **Payment:**

The bills shall be submitted to this office along with guarantee /warranty certificates. 100% payment will be arranged by Pay officer / TSTRANSCO /Vidyut Soudha/Hyderabad within 45 days after receipt of material/equipment in good condition to the consignees and after installation and commissioning and on submission of performance Security as per clause (8) for the 10% contract value valid till warranty period plus 2 months.

If the supplier has received any over payments by mistake or if any amounts are due to the TSTRANSCO due to any other reason, when it is not possible to recover such amounts under this Purchase Order, the TSTRANSCO reserves the right to collect the same from any other amount and / or Bank Guarantees given by the company due to or with the TSTRANSCO.

When the supplier does not at any time, fulfill his obligations in replacing / rectifying etc. of the damaged / defective materials in part or whole promptly to the satisfaction of the TSTRANSCO Officers, the TSTRANSCO reserves the right not to accept the bills against subsequent dispatches made by the supplier and only the supplier will be responsible for any demurrages, wharf-ages or damage occurring to the consignments so dispatched

9. **Warranty:**

The equipment shall be guaranteed for satisfactory performance for a period of **1 (one) year** from the date of receipt of goods in good condition by the consignee. During the period, if the equipment is found defective, such materials shall be repaired or replaced by you free of all costs to TSTRANSCO within 30 days, which shall in no circumstances be more than the delivery period indicated in this order.

10. **Installation & Commissioning:**

Installation Certificate from the concerned officer should be obtained and submit to this office after installing and commissioning of the said equipment.

11. **Penalty for delay in supplies:**

The time for and the dates for delivery mentioned in the contract will be deemed to be the essence of the contract. Subject to force majeure clause No.14, if the supplier fails to deliver any or all of the Materials / equipment or fails to perform the Services within the period (s) specified in the Contract, the Purchaser will, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% per week on the undelivered portion subject to a maximum of 5% of the total value of the undelivered portion of the contract. Once the maximum is reached the Purchaser may consider termination of the contract.

The date of receipt of materials at destination stores in good condition will be taken as the date of delivery. Materials / Equipment which are not of acceptable quality or are not conforming to the specification would be deemed to be not delivered. For penalty, the number of days would be rounded off to the nearest week and penalty calculated accordingly.

The penalty specified above will be levied and would be adjusted against subsequent pending bills.

12. **Risk and Packing:**

The risk in the property is entirely yours (i.e., supplier's) till the goods are received in good condition at destination. All the material shall be securely packed in such a manner so as to withstand rough handling during rail and road transit up to site.

13. **Force Majeure:**

The supplier will not be liable for forfeiture of its performance security, penalty for late delivery, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

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

If a Force Majeure situation arises, the supplier will promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier will continue to perform its obligations under the contract as far as is reasonable practice, and will seek all reasonable alternative means for performance not prevented by Force Majeure event. No price variance will be allowed during the period of force majeure.

14. **Correspondence:**

Your acknowledgement to this order and any correspondence, general or technical in nature shall be addressed to the Chief General Manager (HRD), TSTRANSCO, Room No:124, 'A' Block, Vidyut Soudha, Hyderabad-500082.

All correspondence regarding dispatch and payment shall be addressed to the consignee under intimation to the Chief General Manager (HRD), TSTRANSCO, Vidyut Soduha, Hyderabad-500082.

15. **Completeness of Contract:**

All minor accessories that are normally necessary for satisfactory and efficient operation of the equipment shall be supplied by you free of cost to the TSTRANSCO, whether these are specifically mentioned or not in the specification, your quotation or in this Purchase Order and the equipment shall be complete in itself.

16. **Jurisdiction:**

All and any disputes or differences arising out of or touching this contract will be decided by the Courts or Tribunals situated in purchaser's Headquarters only. No suit other legal proceedings will be instituted elsewhere.

17. Acknowledgement:

Please acknowledge this order soon on receipt by returning the extra copy of the order enclosed, duly signing it with date in token of your acceptance.

Yours faithfully,

CHIEF GENERAL MANAGER (HRD)
(acting for and on behalf of TSTRANSCO)

“WE ACCEPT THE TERMS AND CONDITIONS STIPULATED IN THIS P.O.”

Signature of the Contractor
(with seal of the company)

Copy to :

The PS to Director(Transmission)/TSTRANSCO/VidyutSoudha/Hyderabad(*)

The PS to JMD (Finance, Commercial & HRD), TSTRANSCO, VS, Hyd. (*)

The FA&CCA/ TSTRANSCO /Vidyut Soudha/Hyderabad.

The Pay Officer / TSTRANSCO / Vidyut Soudha / Hyderabad.

The CE/Transmission, TSTRANSCO, Vidyut Soudha, Hyderabad.

(*) With a request to receive the material and communicate the Signed delivery challans and satisfactory installation reports to this office through UO to enable this office for taking further necessary action.

The AS/Ser-III/TSTransco/Vidyut Soudha/Hyderabad.