From
The Superintending Engineer, OMC Circle, Karimnagar.
Opp: District court Karimnagar.
Ph. No. 0878-2228083,

To,
M/s Jyothi Industries, H.No. 8-1-150/151, Buchi Thotla.
Guntur – 522001, Ph.No. 9292050402.

P.O.No.________ of TSTRANSCO issued by SE/OMC/Karimnagar.


Sir,


* * * * *

1. ACCEPTANCE: I, acting for and on behalf of the Transmission Corporation of Telangana Limited (TSTRANSCO), accept the rates for supply of materials detailed in Clause 15 as per the above cited correspondence subject to the following terms and conditions.

2. PRICES: The prices noted in clause 16 are FIRM in Rupees and Free at Destination Stores (FADS).

3. STATUTORY VARIATION:

a. Any variation up or down in statutory levy or new levies introduced after issuing of purchase order under this specification will be to the account of TSTRANSCO.

b. Where delivery schedule is not adhered to by the supplier and there are upward variation / revision after the agreed delivered date, the supplier will bear the impact of such levies and if there is downward variation / revision the TSTRANSCO should be given credit to that extent.

4. VARIATION IN QUANTITIES: The quantities are subject to variation i.e., increase or decrease, up to 50% of the tender quantities at the time of placing purchase order / during supply of materials.

5. SECURITY DEPOSIT: The Security Deposit @ 10% of the purchase order value i.e. Rs. 58,941.00 (Rupees Fifty eight thousand nine hundred and forty one only) is paid as follows.

<table>
<thead>
<tr>
<th>S.No.</th>
<th>SD</th>
<th>D.D. No./ Date</th>
<th>Amount Rs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>EMD paid (Converted to Part of SD)</td>
<td>935865/20.10.2018</td>
<td>10,000.00</td>
</tr>
<tr>
<td>2</td>
<td>Balance SD paid</td>
<td>935926/04.12.2018</td>
<td>48,941.00</td>
</tr>
<tr>
<td></td>
<td><strong>Total :</strong></td>
<td></td>
<td><strong>58,941.00</strong></td>
</tr>
</tbody>
</table>

The security deposit will be released after satisfactory completion of warranty period.

Contd….2nd
6. **TECHNICAL SPECIFICATION:** The Capacitor bank cells shall be designed, manufactured, tested and supplied as per the technical specification annexed to this Purchase Order.

7. **DELIVERY:** The materials shall be supplied within 60 days from the date of receipt of this purchase order.

8. **WARRANTY PERIOD:**
   
i. The materials shall be guaranteed for satisfactory operation for a period of 12 months from the date of commissioning or 18 months from the date of delivery whichever is earlier.

   ii. If, during this period, any of the materials are found defective, they shall be repaired or replaced by the supplier free of cost to the TSTRANSCO within one month from the date of intimation.

9. **PENALTY FOR LATE DELIVERY:**
   
i. Failure on of the supplier to deliver the goods within the stipulated period set out in the contract will attract penalty @ 0.5% per week of delay or part thereof on the value of the undelivered portion, subject to a maximum of 5% of the purchase order value.

   ii. If the period of delay exceeds the specified maximum, the TSTRANSCO may consider cancellation of purchase order.

   iii. For the purpose of Penalty, the date of receipt of materials at the destination stores in good condition will be reckoned as the date of delivery.

   iv. The right of the TSTRANSCO shall be without prejudice to its right under the law including the right to cancel the contract, forfeit the deposit and or recover the damages for breach of contract.

10. **LOSS OR DAMAGES:**
    
    External damages or shortages that are prima-facie the results of rough handling in transit or due to defective packing will be intimated to the supplier within a fortnight of the receipt of the material. Internal defects damages or shortages of any internal parts which cannot ordinarily be detected on a superficial visual examination would be intimated within 2 months from the date of receipt of these material. In either case the damaged/defective materials should be replaced by the supplier at free of cost.

11. **TERMS OF PAYMENT:**
    
    a) 100 % of the price will be paid within 30 days time after receipt of the goods in good condition and on receipt of the supplier’s invoice in duplicate along with Form13.

    b) Payment for the materials supplied will be made by crossed cheque on any schedule bank. If the contractor has received any excess payments by mistake or if any amounts are due to TSTRANSCO due to any other reason and it is not possible to recover such amounts under the contract, resulting out of this specification the TSTRANSCO reserves the right to collect the same from any other amounts or Bank Guarantees given by the supplier to the TSTRANSCO.

    c) When the supplier does not at any time fulfill his obligation 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 invoices against subsequent dispatches made by the supplier.

Contd…3rd
12. GST CLAUSE:

a) GST No. of TSTRANSCO is 36 AAFCT0166J1Z9 and shall be quoted on their Bill of supply.

b) The GST Registration number of Supplier shall to be quoted on each Bill of supply.

c) Suppliers who have opted for composition scheme in GST shall not charge GST in their invoice. Supplier shall submit the “Bill of supply” without charging GST, stating on the top of their bill that “Bill of Supply” “Composition taxable person, not eligible to collect tax on supplies”.

d) The input tax credit claimed by Registered taxable person should commensurate reduction in the price of goods and services supplied to TSTRANSCO.

e) TDS for GST @ 2% will be recovered and remitted directly to the government as per section 51 of CGST/SGST Act 2017.

f) E-mail of the supplier shall be mentioned on the “Bill of supply” to send TDS certificate through email.

13. DISPATCH INSTRUCTIONS: a) All the materials detailed in Clause 16 shall be consigned as follows.

<table>
<thead>
<tr>
<th>To be booked station</th>
<th>Materials to be consigned to:</th>
<th>Bill of supply in duplicate to be sent to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Karimnagar</td>
<td>Assistant Divisional Engineer/ stores/Durshed Phone No. 9490154119</td>
<td>Superintending Engineer/OMC / TSTRANSCO/Besides 132 KV Sub-Station/ Karimnagar-505001 Mobile: 09440811075</td>
</tr>
</tbody>
</table>

14. PAYING AUTHORITY: Superintending Engineer/OMC/Karimnagar.

15. GENERAL:

a. All General and Technical correspondence shall be addressed to “SUPERINTENDING ENGINEER, OMC CIRCLE, KARIMNAGAR.” Mentioning in the subject of letter itself “of Technical”

b. All correspondence regarding bills, payments etc., shall be addressed to the corresponding “SUPERINTENDING ENGINEER, mentioning in the subject of letter itself “of ACCOUNTS”.

c. The supplier shall sign in token of acceptance of terms & conditions of purchase order.

d. All and any disputes or differences arising out of or touching this order shall be decided only by the Courts situated in Karimnagar.

e. The supplier shall furnish the details of responsible contact person (Name, Designation, Mobile No. e-mail address for any correspondence) while accepting the purchase order.
16. SCHEDULE OF MATERIALS AND PRICES:

Schedule-A

<table>
<thead>
<tr>
<th>Sl.No</th>
<th>Description of Materials</th>
<th>HSN codes</th>
<th>Qty.</th>
<th>Price per unit Rs.</th>
<th>Total price Rs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Capacitor bank cells</td>
<td>85321000</td>
<td>27 Nos</td>
<td>18500.00</td>
<td>4,99,500.00</td>
</tr>
<tr>
<td></td>
<td>With following rating and physical dimensions</td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Capacity : 200KVAR,</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Voltage : 7.3 KV,</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Dimensions:</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>LXBXH : 343X140X458mm,</td>
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<tr>
<td></td>
<td>Bushing Type : Double,</td>
<td></td>
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<tr>
<td></td>
<td>Fuse: Internal.</td>
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</table>

Total 4,99,500.00
GST @ 18% : 89,910.00
Grand Total : 5,89,410.00

Rupees Five lakhs eighty nine thousand four hundred and ten only

Sd/-
SUPERINTENDING ENGINEER,
OMC/ KARIMNAGAR.

We accept all the terms and conditions of this order

Signature of the Supplier.
Date:

Copy Submitted to:
The Chief Engineer/Zone/Karimnagar.

Copy to:
The Accounts Officer/OMC/Karimnagar.
The Divisional Engineer/O&M/Karimnagar.
The Executive Engineer/Construction/Karimnagar.
The Assistant Divisional Engineer/Stores/Karimnagar.