



TRANSMISSION CORPORATION OF TELANGANA LIMITED

Website: tstransco.telangana.gov.in. CIN No. U40102TG20148SGC094248

From:
The Chief Engineer,
P&MM,TSTransco,
Vidyut Soudha,
HYDERABAD – 500 082.
Ph: 040- 23303736.

To
M/s. Microcare Computers Pvt. Ltd.,
101, 104-106 Ratna Complex,
Behind Image Hospitals,
Ameerpet, Hyderabad – 500 073.

SAP PO No.4500003233/Web P.O No.880-PMM /2023/CE/P&MM/SE/P&MM/TSPMM23-23/2023/ Simplex printers /D.No.89/2023, Dt:22.11.2023.

Sirs,

Sub:Tender Specification No. TSPMM23-23/2023 –Supply & installation of Simplex Printers for utilization in Zonal/Circle Offices and in Vidyut Soudha - Purchase Order– Issued - Reg.

Ref:1. Tender Specification No: TSPMM23-23/2023.

2. Your bid on e-procurement platform.

3. LOI. No.CE(P&MM)/SE(P&MM) /DE23/TSPMM23-23/2023 /D.No. 85/2023, Dt:14-11-2023.

4. LOI Acknowledgement Lr. Ref.No.MCPL:LTR:167, Dt:17-11-2023.

I, acting for and on behalf of and by the order and direction of TRANSMISSION CORPORATION OF TELANGANA LTD., (herein after called the "TSTransco" or "the Purchaser"), accept your offer under ref.(2) cited, against the Tender Specification under ref. (1) cited, for supply & installation of Simplex Printers for utilization in Zonal/Circle Offices and in Vidyut Soudha, detailed under clause (2) below, with the terms and conditions set out in this order as per Tender Specification (1). This detailed order is issued in confirmation to the Letter of Intent issued vide ref (3) and accepted by you vide ref (4) cited.

1. **SCOPE OF THE CONTRACT:**

The Contract relates to the supply & installation of Simplex Printers for utilization in Zonal/Circle Offices and in Vidyut Soudha as detailed under clause (2) below and covers testing before dispatch and delivery F.O.R. destination.

2. **SCHEDULE OF EQUIPMENT & PRICES:**

All Financial Figures are in Rs.

Sl. No.	Description	Simplex Printers
1	Ex-works price	8,640.00
2	Packing & forwarding charges	0
3	Freight	0
4	Insurance	0
5	Taxable Unit Price	8,640.00
6	GST @ 18% on Ex-Works +Freight +Insurance	1555.20
7	Unit landed Cost	10195.20
8	Quantity (Nos.)	164
9	Total Amount	16,72,012.80

(Rupees Sixteen Lakhs Seventy Two Thousands Twelve and paisa Eighty only)

- a) The prices indicated above are **FIRM** inclusive of Packing & forwarding charges, Freight & Insurance and GST @ 18%.
- b) Any variation up or down in statutory taxes, levy or new levies introduced after Tender calling date will be to the account of TSTransco, provided that, in cases where delivery schedule is not adhered to by the supplier and there are upward variation/revision after the agreed delivery date, the supplier will bear the impact of such levies and if there is downward variation/ revision, the TSTransco will be given credit to that extent.

- c) The purchaser reserves the right to vary the ordered quantity by +/- 50% during the execution of the contract.
- d) The Price is inclusive of all incidental charges.
- e) TCS @ 0.1% on sale amount is applicable on sale payment made on or after 01-04-2021, if company's aggregate sales consideration during the relevant financial year exceeds rupees fifty lakhs and total sales, gross receipts or total turnover including GST if any exceeds Rupees Ten Crores in the financial year immediately preceding the financial year of subject sales. The Payment of TCS shall be subjected to furnishing of necessary documents by the seller, which is to be verified by DDOs while processing the bills.
- f) Submission of e-invoice is mandatory whose aggregate turnover exceeds 5 Cr. in a financial year.
- g) You shall submit a declaration for your turnover in case of non applicability of e-invoice compliances.
- h) You shall submit a copy of the GST payment challan and proof of filing of GST returns (the latest bill copies or previous bill copies) along with the bills/invoices.

The same may be ensured by DDOs while processing the bills.

3. DELIVERY SCHEDULE: Delivery including installation shall be completed within 3 months from the date of LOI.

Simplex printers-164 Nos are to be delivered at various locations of TSTransco Zonal/Circle Offices and in Vidyut Soudha.

4. DESPATCH INSTRUCTIONS:

The Dispatch instructions will be given after inspection of material.

5. GUARANTEED TECHNIAL PARTICULARS :

The Guaranteed Technical Particulars are indicated in Annexure.

6. PERFORMANCE SECURITY:

The Supplier will furnish to the purchaser the performance security for an amount equal to 10% of the total contract value i.e Rs. **1,67,201/-** (Rupees One Lakh Sixty Seven Thousand Two Hundred And One only) 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.

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 security for proportionate value will be extended 60 days over and above the extended warranty period. The proceeds of the performance security will be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.

It is entirely your responsibility to extend the validity of this performance security to cover the period of Guarantee well before its expiry.

The performance security will be...

(a) A bank guarantee issued by a State Bank of India or its associate Banks/Nationalised bank acceptable to the Purchaser, in the form provided in the bidding documents.

(b) A banker's cheque or crossed DD or Pay Order payable at the Head quarter of the Purchaser in favour of the Purchaser drawn on any scheduled bank.

7. TERMS OF PAYMENT:

100% payment may be arranged through PFC/REC/TSTransco/Commercial Banks within 45 days of issue of Form-13 i.e check measurement date in Form-13 (material received in good condition, installation and on certification) by the concerned officer that the material is installed successfully

and trained in all aspects along with the other required documents as indicated below, subject to furnishing of Performance Security for an amount equivalent to 10% of the contract value as per clause (6) of this order:

- i) Contractor's detailed invoice (6 copies)
- ii) Delivery Challan Acknowledged by the consignee
- iii) Copy of Insurance policy certificate
- iv) Manufacturer's/ Supplier's warranty certificate
- v) Copy of Acceptance Letter of Performance Security issued by purchaser
- vi) Installation Certificate
- vii) Details Packing list

Payment will be by way of Electronic Fund Transfer (EFT) to the Bank Account of M/s. Microcare Computers Pvt. Ltd., as follows.

1	Name of the Bank	State Bank of India
2	Name of the Branch	Narsapur X Roads Branch, Balanagar, Hyderabad-500037
3	Branch Code	020085
4	City	Hyderabad
5	Account No.	37619652373
6	MICR No.	500002303
7	IFSC Code	SBIN0020085
8	PAN No.	AACCM4586C
9	GST Registration No.	36AACCM4586C1ZI
10	Date of GST Registration	01.07.2017
11	Place of Registration	Telanagana

The Bank details as above are final and shall not be revoked under any circumstances.

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 consignments so dispatched.

- i) No interest will be payable in case the payment is delayed for whatever reason.
- ii) The Banker charges involved if any in establishing and operating the Cheque / Bills shall be to your account.
- iii) If the supplier has received any over-payments by mistake or if any amounts are due to the TSTRANSKO due to any other reason, when it is not possible to recover such amounts under this contract the TSTransco reserves the right to collect the same from any other amounts and / or Bank guarantees given by you due to or with the TSTransco.
- iv) Bills of 164 Nos Simplex printers shall be processed separately from 20 various pay units in TSTransco i.e 19 locations of Zonal offices/SE/OMCs and in Vidyut Soudha/Hyderabad.

CURRENCY OF PAYMENT: All payments will be made in non-convertible Indian Rupees.

8. **RESPONSIBILITY OF THE SUPPLIER FOR LOSS OR DAMAGE:**

The supplier is responsible for the safe delivery of the goods in good condition and in full shape without any shortages at the destination. He should acquaint himself of the conditions obtaining for handling and transport of the goods to destination shall include and provide for security and protective packing of the goods so as to avoid damage in transit. External damages or shortages that are prima-facie the results of rough handling in transit or due to defective packing, will be intimated to you within 15 days of receipt of materials at stores. Internal defects, damages or shortages which cannot ordinarily be detected on superficial visual examination or those arising due to bad handling in transit or defective packing or other reasons, would be intimated to you within two months from the date of receipt of

materials at stores/site. In either case the defective / damaged materials should be replaced and the shortages made good by you free of cost to the TSTransco.

If no steps are taken within 15 days of receipt of intimation of defects or such other reasonable time as the TSTransco may deem proper to afford, the TSTransco may without prejudice to its other rights and remedies cause to be repaired or rectified the defective material or replace the same and recover the expenditure incurred thereof from the deposits such as Bid Security, Performance Security or other monies available with the TSTransco or by resorting to legal action.

For the purpose of any legal construction the material shall be deemed to pass into TSTransco ownership only at the final destination where they are delivered and accepted.

9. 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 as given at clause 10, if the Supplier fails to deliver any or all of the Materials or 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 contract. Once the maximum is reached the Purchaser may consider termination of the contract.

The check measurement date in Form-13 i.e the date of receipt of materials at destination in good condition (material received in good condition, installation and on certification) 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 if required.

10. FORCE MAJEURE:

- a) 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.
- b) 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 foreseen. Such events may include, but are not restricted to wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- c) If a Force Majeure situation arises, the supplier promptly notifies 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 reasonably practice, and will seek all reasonable alternative means for performance not prevented by the Force Majeure event.

11. TERMINATION FOR DEFAULT:

- a) The Purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part, including Blacklisting.
 - i) If the supplier fails to deliver any or all of the materials/material within the period(s) specified in the contract, or within any extension thereof granted by the Purchaser.
 - ii) If the supplier fails to perform any other obligation(s) under the Contract.
 - iii) If the supplier, in the judgment of the purchaser has engaged in corrupt or fraudulent Practices in competing for or in executing the contract.
- b) In the event the Purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, Materials/material or services similar to those undelivered, and the supplier will be liable to the purchaser for any excess costs for such

similar Materials/material or services. However, the supplier will continue performance of the contract to the extent not terminated.

12. TERMINATION FOR CONVENIENCE:

The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination will specify the termination is for the Purchaser's convenience, the extent to which performance of the supplier under the Contract is terminated, and date upon which termination becomes effective.

13. TERMINATION FOR INSOLVENCY:

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or not affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.

14. WARRANTY:

The supplier will warrant for the satisfactory functioning of the Simplex printers for one year as per specification Annexed from the date of successful installation in good condition in TSTransco.

In during this period, if any of the material is found defective, they shall be repaired or replaced by you free of all costs to the TSTransco. 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. To and fro freight charges shall however be to your account only.

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 tender schedules or in this purchase order and the equipment shall be complete in itself.

16. GENERAL CONDITIONS OF CONTRACT:

Except in so far as it is provided otherwise in this contract, you shall abide by the terms and conditions appended to the specification. Except as specifically accepted in this order the terms and conditions mentioned in your quotation under reference are not accepted.

17. INSTALLATION AND COMMISSIONING:

The printers listed under clause (2) shall be installed at various offices of TSTRANSCO as per requirement of purchaser. Installation/ updation of the printers in the systems located, certificate from concerned officers should be obtained and furnished before submission of bills.

18. CONSIGNEE:

As per the Dispatch Instructions.

19. RISK:

The risk in the property rests with the supplier till the goods are received in good condition at the destination stores/location and accepted.

All similar equipment and removable parts of similar equipment shall be interchangeable with each other.

20. CONTRACT AMENDMENTS:

No variation in or modification of the terms of the contract will be made except by written amendment by the Purchaser and accepted by the supplier.

21. CORRESPONDANCE:

Your acknowledgement to this order shall be addressed to the Chief Engineer (P&MM), TSTransco, Vidyut Soudha, Hyderabad-500082.

All correspondence regarding technical in nature and payment shall be addressed to the Chief Engineers/Zones, the Chief Engineer/IT/TSTransco/Vidyut Soudha, under intimation to the Chief Engineer (P&MM), TSTransco, Vidyut Soudha, Hyderabad-82, according to the allotment of various printers.

22. JURISDICTION:

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

23. ACKNOWLEDGEMENT:

Please acknowledge the receipt of this purchase order with your confirmation of its acceptance and the extra copies enclosed may please be returned by signing on each and every page in token of your acceptance.

Yours faithfully,

Enclosure: Annexure (GTP)

Sd/-
CHIEF ENGINEER/P&MM
TSTRANSCO
(Acting for and on behalf of TSTRANSCO)

WE ACCEPT THE TERMS AND CONDITIONS OF THIS PURCHASE ORDER

SIGNATURE OF THE CONTRACTOR
WITH SEAL AND DATE

Copy submitted to:

The Executive Director/Finance/TSTransco/VS/Hyderabad.

Copy Communicated to:

The Chief Engineer/IT/TSTransco/Vidyut Soudha/Hyderabad.

The Chief Engineer/Zone/Metro/TSTransco/Erragadda/Hyderabad.

The Chief Engineer/Zone/Rural/TSTransco/Erragadda/Hyderabad.

The Chief Engineer/Zone /TSTransco/Warangal.

The Chief Engineer/Zone /TSTransco/Karimnagar.

Copies to:

The SE/OMC/Metro-Central/TSTransco/132 kV GISS, NIMS/Erramanzil/Hyderabad.

The SE/OMC/Metro-East/TSTransco/OU/Tarnaka/Hyderabad-07.

The SE/OMC/Metro-West/TSTransco /GTS Colony/Erragadda/Hyderabad-45.

The SE/Telecom/Metro/TSTransco /GTS Colony/Erragadda/Hyderabad-45.

The SE/Civil/Metro/TSTransco / GTS Colony/Erragadda/Hyderabad-45.

The SE/OMC/TSTransco /132 kV SS/Mettugadda/Mahaboobnagar-509 001.

The SE/OMC/TSTransco /SangaReddy/ GTS Colony/Erragadda/Hyderabad-45.

The SE/OMC/TSTransco /Hyd. Road/Nalgonda-508 001.

The SE/Telecom/TSTransco /Rural/GTS Colony/Erragadda/Hyderabad-45.

The SE/OMC/TSTransco /Mulugu Road/Warangal-506007.

The SE/OMC/TSTransco /Yellandu Road/Khammam-507 002.

The SE/OMC/TSTransco /Jagityal Road/Karimnagar-505 001.

The SE/Telecom/TSTransco/ Jagityal Road/Karimnagar-505 001.

The SE/OMC/TSTransco /Dharmavaram(via)/Borgao (v)/Nizambad-503 230.

The SE/OMC/TSTransco /Old Manchiryal/132/33 kV SS/Adilabad-504 208.

The SE/Telecom/TSTransco/ Mulugu Road/Warangal-506007.

The SAO/Pay & Accounts/TSTransco/Vidyut Soudha/Hyderabad.

The Divisional Engineer/ ERP/ TSTransco/ Vidyuth Soudha/Hyderabad.

The Pay Officer/TSTransco/ Vidyuth Soudha/Hyderabad.

The Assistant Divisional Engineer-4/IT/TSTransco/Vidyuth Soudha/Hyderabad.

ANNEXURE
Guaranteed Technical Particulars (Configuration)

(A) Simplex Printer Make: HP, Model:LJ1008		
Sl.No.	Parameter	Description
1	Technology	Only Laser Technology
2	Paper size	Paper (A4, Legal, Letter)
3	Print Speed	Black (A4, normal) 20PPM
4	Print Resolution	1200 x 1200 dpi
5	Duty Cycle	Upto 10,000 pages, Recommended monthly page Volume :200 to 800
6	Paper input / output	150/100 sheets
7	Warranty	One Year
8	Operating System	Windows 7, 8.1, 10 & 11

Sd/-
CHIEF ENGINEER/P&MM
TSTRANSCO