TRANSMISSION CORPORATION OF TELANGANA LIMITED

From To

The Chief Engineer, M/s Sri Daasarathi Enterprises, Karimnagar Zone, TSTRANSCO, H.No:8-1-332/3/6/2&3,

Karimnagar, Aziz Bagh, Opp Reliance mart,

e-mail: <u>ce.knr@tstransco.in</u> Tolichowki,

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SAP.P.O.No. 4200000807/2019-20 of TSTRANSCO issued from O/o.CE/Z/KNR/DE(T)/ADE(T)/AE(T)/F.No. /D. No. 1279/19, Dt: 23 -01-2020. Sir,

Sub:- TSTRANSCO – Karimnagar Zone – Supply of various types of office furniture of Godrej/Tumbi/Geeken/Wipro furnitures/ Adventure office systems make for utilization in the O/o. SE/OMC Circle/TS Transco/Adilabad – Purchase Order – Issued – Reg.

Ref:- 1) Your tender on e-procurement Dated: 24.10.2019

- 2) T.O.O.(JS-Per) Ms. No. 378 Dated 12/06/2019
- 3) Lr.No.SE/OMC/ADB/AD(T2)/F.No.D.No.981/18, Dt.19/12/2018
- 4) T.O.O.(CE-Trans.)Ms.No. 302 Dt: 24.01.2007.

- **1. ACCEPTANCE**: I, acting for on behalf of the Transmission Corporation of Telangana Limited (TSTRANSCO) accept the rates for supply of materials detailed in Clause 13 as per the above cited correspondence subject to the following terms and conditions.
- **2. PRICES**: The prices noted are FIRM in Rupees, as shown in Clause 13 i.e. Schedule of material & Prices.

3. 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.

If no steps are taken in this regard, TSTRANSCO may without prejudice to its other rights and remedies cause to be repair or rectify the defective material or replace the same and recover the expenditure incurred there for from the deposit such as Earnest Money, Security and Performance or other monies available with TSTRANSCO or by resorting to legal action

- **4. GUARANTEE:** The supplier shall warrant for the satisfactory functioning of the material/ equipment as per specification for a minimum period of **12 months** from the check-measurement date in Form-13 i.e. receipt of the material/ equipment at site in good condition.
- **5. PERFORMANCE SECURITY:** Performance security for an amount 5% of the contract value for proper fulfilment of the contract, which will include the warranty period, and completion of performance obligations including Warranty obligations is to be submitted. The Performance Security will cover 60 days beyond the date of completion of performance obligations including Warranty obligations.

The performance security will be returned to the Supplier not later than sixty (60) days after the guarantee period.

6. TERMS OF PAYMENT:

- a) 100% payment will be done after delivery of material in good condition. The supplier is requested to send Invoice (in duplicate) to Superintending Engineer/OMC Circle/Adilabad.
- b) Payment for the materials supplied will be made by crossed cheque on any Schedule bank.
- c) 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.
- d) 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.
- **7. DELIVERY**: The materials should be supplied within **30 days** from the date of receipt of this purchase order.

8. PENALTY FOR LATE DELIVERY:

- (a) The time for and the dates for delivery mentioned above shall be deemed to be of the essence of the contract. In case of delay in delivery of materials at destination, whatever may be the reason, the TSTRANSCO may at its option demand and recover from the supplier, an amount equivalent to half a percent (0.5%) of the value of the materials not delivered within the prescribed time limit for every week of delay or part there of subject to a maximum of 5% on total value of the contract.
- **(b)** If the period of delay exceeds the specified maximum, the TSTRANSCO may consider cancellation of Purchase order.
- **(c)** 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.
- **(d)** This right of the TSTRANSCO shall be without prejudice to its rights under law including the right to cancel the contract, forfeit the deposit and or recover damages for breach of contract.

9. GST CLAUSE:

- a) GST No. of TSTRANSCO is 36 AAFCT0166J1Z9 and shall be quoted on their invoice.
- b) The GST Registration number of Supplier shall to be quoted on each invoice.
- c) Tax invoice shall contain SGST and CGST breakup (or IGST) along with HSN Code.
- d) 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 of Supply that "Composition taxable person, not eligible to collect tax on supplies".
- e) The input tax credit claimed by Registered taxable person should commensurate reduction in the price of goods and services supplied to TSTRANSCO.
- f) TDS @ 2% for GST will be recovered and remitted directly to the Government as per Section 51 of CGST/SGST Act 2017 read with Notification No. 33/2017 Central Tax Dt. 15-09-2017.
- g) E-mail address shall be mentioned on the invoice to send TDS certificate.

10. DISPATCH INSTRUCTIONS:

a) All the materials detailed in Schedule i.e., Clause 13 must be consigned to:

To be booked station	Materials to be consigned to:	Invoices in duplicate to be sent to:
Adilabad	Superintending Engineer/OMC / Adilabad/TSTRANSCO/Besides 132 KVV Sub-Station/ MANCHERIAL Mobile: 08332975613	Superintending Engineer/OMC / Adilabad/TSTRANSCO/Besides 132 KVV Sub-Station/ MANCHERIAL Mobile: 08332975613

11. PAYING AUTHORITY: Superintending Engineer/OMC/Adilabad

12. GENERAL:

- a. All General and Technical correspondence shall be addressed to respective "SUPERINTENDING ENGINEER, OMC CIRCLE." Mentioning in the subject of letter itself of "Technical"
- b. All correspondence regarding bills, payments etc., shall be addressed to the corresponding respective "SUPERINTENDING ENGINEER", mentioning in the subject of letter itself of "ACCOUNTS".
- c. The supplier shall sign copy of PO 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 and Mobile No., e-mail address for any correspondence) while accepting the purchase order.

13. SCHEDULE OF MATERIALS AND PRICES: Appended to this order.

14. JURISDICTION:

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

> Sd/-CHIEF ENGINEER, ZONE/KARIMNAGAR.

We accept all the terms and conditions of this order

Signature of the Supplier.

Date:

Copy to: Superintending Engineer/OMC Circle/Adilabad Divisional Engineer/O&M/Mancherial Accounts Officer/OMC /Adilabad Copy Communicated to

The Chief Engineer/Transmission/Vidyuth Soudha/Hyderabad.