By Regd. Post Ack.Due



TRANSMISSION CORPORATION OF TELANGANA LIMITED

VIDYUT SOUDHA:: HYDERABAD

Website: www.tstransco.in CIN Number: U40102TS2014SGC094248

From: To:

The Chief Engineer,

M/s SREETEL Telecom Solution Providers,

Telecom, # 35-26-132/G1, S.V.Residency, Vidyut Soudha, Sapthagiri Colony, Neredmet X roads,

Hyderabad -82. Secunderabad-500094.

P.O. No. 264/CE/TC/SE/TC/DE/TC/SLDC/ADE/F.Phones/D.No. 165 /2018-19, dt: 09-01 -2019

Sir,

Sub:- Telecommunications - Supply of 50 Nos Single line push button Telephones, 8 Nos (1+1) Telephone systems with caller Id display and speaker facility and 8 Nos (1+1) Telephone systems without caller Id display - Purchase Order – Issued- Reg.

Ref:- 1. Lr.No.CE/TC/SE/TC/DE/TC/SLDC/ADE/ F.Phones /D.No.158 /18, dt:20-12-2018.

2. Your Quotation Dated: 26.12.2018.

I, acting for and on behalf of TRANSMISSION CORPORATION OF TELANAGANA LTD., (herein after called the "TSTRANSCO" or "the Purchaser") accept your offer under 2nd cited above for supply of 50 Nos Single line push button Telephones, 8 Nos (1+1) Telephone systems with caller Id display and speaker facility and 8 Nos (1+1) Telephone systems without caller Id display – as detailed under clause (2) below along with the terms and conditions set out in this order.

1) **SCOPE OF CONTRACT**:

This Contract scope covers Supply of 50 Nos Single line push button Telephones, 8 Nos (1+1) Telephone systems with caller Id display and speaker facility and 8 Nos (1+1) Telephone systems without caller Id display as detailed under clause (2) below.

2) SCHEDULE OF MATERIALS AND PRICES:

2.1) The Prices accepted above are FIRM and inclusive of all taxes & duties.

S.No.	Description	Qty	Unit Rate Rs. Ps.	Total Price Rs. Ps.
1	Single line push button Telephone (BPL brand 5499 model)	50 Nos	495.00	24,750.00
2.	(1+1) Telephone system without Caller Id display (Beetel brand B77 model)	8 Nos	2,475.00	19,800.00
3.	(1+1) Telephone system with Caller Id display and Speaker facility (Beetel brand M78 model)	8 Nos	3,595.00	28,760.00
			Sub Total	73,310.00
	GST@18%			13,195.80
			Grand Total	86,505.80
(Rupees Eighty Six Thousand Five Hundred and Five and Eighty Paise Only)				

3) **DELIVERY**:

The material shall be delivered within 20 days from the date of issue of Purchase Order.

4) CONSIGNEE & DISPATCH INSTRUCTIONS:

The Material shall be delivered to the consignee, the Assistant Divisional Engineer, Telecom, Load Dispatch, Vidyut Soudha O/o CE/Telecom/TSTransco, Room No. 118, A block, Vidyut Soudha along with delivery challan and Invoice who will in turn process the bill.

5) **PERFORMANCE SECURITY**:

- 5.1) The Performance Security for an amount equal to 10% of the total P.O. Value for proper fulfillment of the obligations under P.O., which will include the Warranty period, and completion of Performance Guarantee. The Performance Security will cover 60 days beyond the date of Completion of Performance Guarantee including Warranty obligations.
- 5.2) 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.

- 5.3) The performance security will be Rs.8,651/- (Rupees Eight Thousand Six Hundred and Fifty One Only).
- 5.4) The performance security shall be in the form of:
 - 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.

(OR)

b) A Banker's Cheque (or) Crossed DD (or) Pay Order payable at the Head Quarters of the Purchaser in favour of the Purchaser in the name of "SAO/SLDC/TSTRANSCO" drawn on any National Bank.

6) TERMS OF PAYMENT:-

- 6.1) The payment will be made through bank under transfer procedure as per the terms indicated below
 - a) 100% payment of the material cost will be arranged within 45 days of issue of Form-13 i.e. Check measurement date in Form-13 duly transferring the said amount to the Bank account of the Supplier by the Purchaser bank. The Supplier will have to pre-define the Bank details before entering into Contract for Electronic Transfer of Payment, after duly check measured by the concerned DE/Telecom and producing the following documents.
 - I. Contractor's detailed Invoice
 - II. Delivery Challan Acknowledged by the Consignee
 - III. Manufacturer's/ Supplier's Warranty Certificate
 - IV. Copy of Acceptance Letter of Performance Security issued by Purchaser.
- 6.2) The bank details of the Supplier, M/s SREETEL Telecom Solution Providers, are as given below:-

1	Vendor Address	M/s SREETEL Telecom Solution Providers,	
		# 35-26-132/G1, S.V.Residency, Sapthagiri	
		Colony, Neredmet X roads,	
		Secunderabad-500094	
2	Telephone nos.	+91-9032769769	
3	Contact person	D. Rambabu	
4	Banker name &	STATE BANK OF INDIA – 08025	
	address	Defence colony (Secunderabad),	
		Neredmet X roads,	
		Secunderabad, Rangareddy, Telangana -500094	
5	Account no.	37877888573	
6	Account type	Current	
7	MICR code	500002042	
8.	IFSC code	SBIN008025	
9.	Brach Telephone	040-27116290	
	number		

- 6.3) If the Supplier has received any overpayments by mistake or if any amounts are due to 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 amounts and / or Bank Guarantees given by the Supplier (or) Payable to Supplier.
- 6.4) 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.

7) **WARRANTY**:

The Material shall be guaranteed for satisfactory performance for a period of 12 months from the date of receipt of material in good condition duly certified by the consignee. During this period, if the material are found defective it shall be replaced or repaired by you free of all costs to the TSTRANSCO within 30 days, which shall in no circumstances be more than the delivery period indicated in this order.

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 shall 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.

8) RESPONSIBILITY OF THE SUPPLIER FOR LOSS OR DAMAGE:

The Supplier is responsible for the safe delivery of the goods in good condition at the destination stores (or) Work sites. He should acquaint himself of the conditions prevailing for handling and transport of the goods to the destination and shall include and provide for security and protective packing of the goods so as to avoid damage in transit.

9) **PACKING**:

All the material shall be securely packed in such a manner as to withstand rough handling during rail and road transit up to site.

10) **INSPECTION**:

The Supplier shall demonstrate to the consignee the material in good condition for satisfactory operation. No separate inspection and approval of test certificate required.

11) **RISK**:

The risk in the property is entirely of the Supplier till the goods are received in good condition at destination stores (or) Work sites as certified by the Consignee.

12) **PENALTY FOR DELAY IN SUPPLIES:**

The time for and the dates for delivery mentioned in the P.O./Contract will be deemed to be the essence of the P.O./Contract. Subject to Force Majeure clause No.16, 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 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 of to the nearest week and penalty calculated accordingly.

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

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 or otherwise directed by the Purchaser in writing, the Supplier will continue to perform its obligations under the Contract as far as is reasonable in practice, and will seek all reasonable alternative means for performance not prevented by the Force Majeure event.

No price variance will be allowed during the period of Force Majeure.

14) **CORRESPONDENCE**:

The Supplier's acknowledgement to this order and any correspondence, general or technical in nature shall be addressed to the Chief Engineer (Telecom), TSTRANSCO, Vidyut Soudha, Hyderabad-500082.

15) COMPLETENESS OF CONTRACT:

All minor accessories that are normally necessary for satisfactory and efficient operation of the material shall be supplied by the Supplier free of cost to TSTRANSCO, whether these are specifically mentioned or not in the Specification (or) in this Purchase Order.

16) **JURISDICTION**:

All and any dispute or differences arising out of or touching this order will be decided by the Courts or Tribunals situated in Hyderabad or Secunderabad only. No suit or other legal proceedings will be instituted elsewhere.

17) **ACKNOWLEDGEMENT**:

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

Yours faithfully,

Chief Engineer (Telecom)
Acting for and on behalf of TSTRANSCO.

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

Signature of the Contractor with seal

Copy to:

The SAO/SLDC&Tr./TSTRANSCO/VS/Hyderabad.

The Asst. Divisional Engineer, Telecom, LD, Vidyut Soudha