



(Spare Copy)

ENERGY SAVED IS  
ENERGY PRODUCED**TRANSMISSION CORPORATION OF TELANGANA LIMITED**

**From**  
Chief Engineer,  
Metro Zone, TSTRANSCO,  
Erragadda,  
HYDERABAD - 500 045  
Fax/Ph.No: 040-23836703, 6705.

**To**  
M/s. Sree Balaji Power Systems,  
Plot No. 53, Ashwini Homes, Flat No. G3,  
Road No. 70, Behind Andhra Jyothi,  
Jubilee Hills, Hyderabad - 500033,  
E-mail: sreebalajipowersystems123@gmail.com.

**SAP PO.No.4200000899/2020-21/CE/Metro Zone/Hyd/DE(T)/ADE(O&M)/AE(P)/F.No. 04/  
D.No. 859/2020, Date: 16-07-2020**

Sir,

**Sub:-** TSTRANSCO - Metro Zone - Hyd - Procurement of Silica Gel required in various substation in OMC/Metro East and OMC/Metro West Circles. - Detailed Purchase order - Issued.

**Ref:-** 1) Tender No.SE/OMC/MW/Hyd/31/2019-2020  
2) M/s. Sree Balaji Power Systems, Dt: 08.07.2020

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I acting for and on behalf of and by the order and direction of the TSTRANSCO accept your quotation against the tender and negotiation rates cited vide ref (1) & (2) cited respectively for "Supply of Silica Gel required in various substation in OMC/Metro East and OMC/Metro West Circles" as per the terms and conditions set out in this order.

**1. SCOPE OF CONTRACT:**

This contract relates to the "Supply of Silica Gel required in various substation in OMC/ Metro East and OMC/Metro West Circles" as per the terms and conditions set out in this order & specification.

**2. SCHEDULE OF MATERIAL AND PRICES:** As per annexure.**3. PRICES:**

The Prices quoted are net and firm and on FOR destination & inclusive of all taxes and duties. The value of the Purchase Order is **Rs. 5,41,800/-** (Rupees Five Lakhs Forty One Thousand and Eight Hundred Only) inclusive of taxes (Composite Scheme).

**4. TERMS OF PAYMENT:**

- 100% payment or 90% payment will be made within 30 days of the date of receipt of goods in good condition duly certified by the consignee or after approval of the test certificate whichever is later. No interest will be payable in case the payment is delayed for whatever reason.
- The supplier should invariably submit test certificates as soon as dispatch made so that the test certificate can be checked up and approved well before it becomes due for payment.
- For 100% payment the performance guarantee of 10% of purchase order value to be executed in accordance with the specification shall be furnished on a stamp paper of value of Rs.100/- for 12 months with claim period of 6 months. The Bank guarantee shall be extended suitably in case the equipment/material is found defective within the guarantee period. The defective portion or those of the equipment/material so replaced or renewed should give satisfactory performance till the expiry of 6 months from the date of such replacement/ renewed or until the end of guarantee period whichever is later. If Bank Guarantee is not furnished only 90% payment will be made.
- Payment for the material supplied will be made by cheques on any Schedule bank at the Headquarters of the paying officer.
- If the contractor 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 the contract resulting out of this specification, the TSTRANSCO reserves the right to collect the same from any other amounts 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's 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 damages occurring to consignment so dispatched.
- Exchange commission for issue of bank draft will be to the account of supplier

**7. CURRENCY OF PAYMENT:** All payments will be made in Indian Rupees.**6. DELIVERY:**

Delivery of material shall be completed within 5 weeks reckoned from the date of issue of technically and commercially clear Purchase Order.

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**7. DESPATCH INSTRUCTIONS:**

Materials shall be dispatched to Erragadda Stores/TSTRANSCO/Hyderabad consigned to Assistant Executive Engineer/Stores/TSTRANSCO/Erragadda/Hyderabad. Advance information regarding dispatch of material will be given to consignee.

**8. PAYING OFFICER:**

The Paying Officers as per schedule Purchase Order Items Nos. 1 & 2 are as under:

Sl.No.	Item. No. in P.O. schedule	Name of the Circle	Paying Officer
1	Item No. 1	Superintending Engineer/OMC/Metro-East	SE/OMC/Metro-East or AO/OMC/Metro-East
2	Item No. 2	Superintending Engineer/OMC/Metro-West	SE/OMC/Metro-West or AO/OMC/Metro-West

**9. SECURITY DEPOSIT:**

The amount of Rs. 7,270/- paid by you towards EMD vide D.D. No.553431, Dt.06.02.2020, is adjusted towards Security Deposit and Balance amount for Rs. 19,820/- (Rupees Nineteen Thousand Eight Hundred and Twenty Only) in favour of Superintending Engineer/OMC/Metro-West, Hyderabad shall be deposited by the firm.

- f. The successful tenders shall furnish within 15 days from the date of issue of the letter of intent, Security Deposit equal to 5% of the total accepted tender value for proper fulfillment of the contract, which will include the guarantee period failing which the E.M.D. will be forfeited. This will not be waived in any case under any circumstance. The name(s) and Officer(s) in whose favour the deposit is to be made out will be intimated at the time of placing orders. The amount shall be forfeited, if the successful tenderer fails to fulfill the terms of contract/order. The Security Deposit amount will be released after completion of delivery of goods in full shape.
- g. Security Deposit may be paid by crossed Demand Draft on any Nationalized bank in the Headquarters of the officer in whose favour it is to be made.

**10. PENALTY FOR LATE DELIVERY:**

- c. The time for and the dates for delivery mentioned in the purchase order shall be deemed to be the essence of the contract. In case of delay in delivery of materials at destination, whatever be the reason, the Board may at its option, demand and recover from you an amount equivalent to half percent (0.5%) of the value of the materials not delivered within the prescribed time limit for every week of delay or part thereof, subject to a max. of five (5%) of the total value of the contract. This right of the TSTRANSCO shall be without prejudice to its rights under the law including the right to cancel the contract, forfeit the deposit and/or recover damages for breach of contract.
- d. The date of receipt of materials at the destination stores in good condition (Form-13) will be taken as the date of delivery.
- j. For penalty, the number of days of delay would be rounded off to the nearest week and interest calculated accordingly.
- k. Materials/ equipment which are not acceptable quality or are not confirming to specification would be deemed to be not delivered.
- l. The penalty specified in Clause (a) shall be levied and would be adjusted against subsequent pending bills.
- m. In case where new vendor fail to meet the requirement of the order, there would be no penalty to such vendor but they will be excluded from the next tender for the particular item of the material.
- n. Any failure on the part of new vendors for a second time would cause them to be removed from the list of registered vendors.

**17. STATUTORY VARIATION :**

Any variation up or down in statutory levy or new levy introduced after opening of the tender/after placing of the order under this specification shall be to the account of the Board provided that in cases where delivery schedule is not adhered to by the tenderer and there is upward variation/revision after the agreed delivery date, the tenderer/supplier shall bear the impact of such levies and if there is downward variation/revision the TSTRANSCO shall be given credit to that extent.

**18. INSURANCE :**

Insurance shall be responsibility of the tenderer as FADS rates are called for. The insurance should include the transport by Road from destination Railway station to the site/stores and storage for 30 days thereafter. Where a policy is taken it should contain a provision for extension to cover further storage and erection at TSTRANSCO's cost and insurance charges shall be indicated separately. The TSTRANSCO shall have the option either to arrange for insurance or ask the tenderer to insure goods.

**19. ROYALTIES FOR PATENTS :**

All royalties for patents or charges for the use or infringement thereof that may be involved the construction or use of any equipment shall be included in the tendered price. The tenderer shall protect the TSTRANSCO against any and all claims arising on account of the use thereof, the TSTRANSCO agreeing to furnish the tenderer any appropriate information or assistance.



**14. LOSS/DAMAGE :**

- g. You are responsible for the safe delivery of the goods in good condition at the destination. The firm should acquaint himself of the conditions obtaining for handling and transport of the goods to destination and shall include and provide for security and protective packing of the goods so as to avoid damage in transit.
- h. External damages or shortages that are prima-facie the results of rough handling in transit or due to defective packing will be within a fortnight of the receipt of the materials. Internal defects, damages or shortages of any integral parts which cannot ordinarily be detected on a superficial visual examination though due to bad handling in transit or defective packing will be intimated within 2 months from the date of receipt of the materials in either case the defective or damaged materials should be replaced by the supplier 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 causing to be repaired or rectified the defective material or replace the same and recover the expenditure incurred therefore from the deposit such as Earnest Money, Security and performance or other monies available with TSTRANSCO or by resorting to legal action.
- i. For the purpose of any legal construction, the materials shall be deemed to pass into TSTRANSCO's ownership only at the final destination where they are delivered and accepted.

**15. FORCE MAJEURE:**

- g. The supplier will not be liable for delay or for failing to supply the material/equipment for reasons of 'Force Majeure' such as of God, acts of public enemy, acts of Govt. fires, floods, strikes, lockouts etc. and strikes in works manufacturers of proprietary items as specified by the TSTRANSCO.
- h. The supplier shall within 10 days from the beginning of such delay notify to the TSTRANSCO in writing the cause of delay. The TSTRANSCO shall verify the facts and grant such extension of time as facts justify.
- i. No price variation shall be allowed during the period of force majeure and penalty would not be levied for this period.

**16. GUARANTEE :**

- v. The successful tender shall guarantee among other things the following:
  - g) Quantity and quality of material used
  - h) Safe electrical and mechanical stresses on all parts of the equipment, under specified condition of operation.
  - i) The material shall be guaranteed for satisfactory operation for a period of atleast one year (12 months) from the date of commissioning or putting the material into use or eighteen months (18 months) from the date of receipt of stores in good conditions whichever is earlier.
- vi. If during the period of guarantee, any of the materials, equipments or plant are found defective and/or fail in test or operation, such materials, equipment or plant shall be repaired or replaced by the tenderer free of cost to the TSTRANSCO irrespective of the reimbursements from the insurance company within reasonable time which shall in no circumstances be more than 15 days or such other reasonable time as the TSTRANSCO may deem proper to afford failing which the cost of the failed units will be deducted from the subsequent bills/Bank Guarantee.

**17. TEST CERTIFICATES:**

The latest test certificates containing the result of the tests as per the relevant ISS or other specification stipulated must be submitted to the Chief Engineer/Metro Zone/Hyderabad, for approval before delivery of material.

**18. INSPECTION:**

- i. The accredited representative of the TSTRANSCO shall have access to the supplier's or his sub-contractor's works at any time during working hours for the purpose of inspecting the materials during manufacturing of the plant and equipment and testing and may select test samples from the materials going into plant and equipment. The supplier shall provide the facilities for testing such samples at any time. As soon as the materials are ready the supplier shall duly send intimation to TSTRANSCO by Regd. Post and carry out the tests before the representative of the TSTRANSCO. If the material is not kept ready at the time of inspection as informed, the performance of company for the tenders will be viewed seriously.
- ii. The TSTRANSCO may at its option get the materials inspected by a third party if it feels necessary and all inspection charges in this connection will be borne by the supplier.
- iii. The dispatches shall be affected only if the test results comply with the specification.
- iv. All Expenditure towards testing is to the account of supplier only.

**19. PACKING:**

The packing may be in accordance with the manufacturer's standard practice unless otherwise specified. The supplier should however, ensure that the packing is such that equipments reach the destination without damages after transport by Air, Sea, Rail and/or Road.

- v. The supplier, whenever dispatches material to a destination should prepare the following information in the form of packing slip in quadruplicate and send the same to the consignee and obtain his acknowledgement on the same. The consignee will return to supplier one copy of packing slip with his remarks. The proforma of packing slip shall be as follows:

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**PACKING SLIP**

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7. Purchase Order No. & Date.
8. Quantity allotted to the stores and rate applicable.
9. Quantity so far supplied to the stores and the rate applied
10. Quantity now supplied and the rate applied
11. Total quantity supplied under the purchase order with rates applied.
12. Programme for supplying the balance quantity to the stores.

vi. The supplier shall invariably send to the purchasing officer a copy of Delivery challan whenever materials are dispatched.

**20. INTERCHANGEABILITY:**

All similar materials and removable parts of similar equipment shall be interchangeable with each other. A specific confirmation of this should be furnished.

**21. RISK PURCHASE AND BLACK LISTING :**

In case of supplier who has not adhered to the delivery schedule, the TSTRANSCO reserves the right to purchase the balance quantity from the open market floating another Tender and recover the extra expenditure thus incurred from the supplier. TSTRANSCO reserves the right to black List the supplier who has not adhered to the delivery schedule. This is in addition to the rights of the TSTRANSCO mentioned in the specification.

**24. JURISDICTION:**

All and any disputes or differences arising out of or touching the order against this specification shall be decided only by the Courts or Tribunals situated in Hyderabad/Secunderabad cities. No suit or other legal proceedings shall be instituted elsewhere.

**23 GENERAL:**


- e. Your acknowledgement of receipt of this order and all correspondence General and Technical nature shall be addressed to this office.
- f. All correspondence regarding dispatches, payments and any other field matters shall be addressed to Respective Superintending Engineer's/OMC/Metro Circles & Chief Engineer/ Metro Zone/ Hyderabad.

**24. ACKNOWLEDGEMENT:**

Please acknowledge the receipt of this order with your confirmation of its acceptance by you. The additional copy enclosed may please be returned with your signature in token of your acceptance.

**Encl:** Purchase Order Schedule.

Yours faithfully,

  
CHIEF ENGINEER,  
METRO ZONE, HYDERABAD

**WE ACCEPT THE TERMS AND CONDITIONS OF THIS ORDER**

Signature of the  
Supplier with Seal and Date

**Copy Communicated to: -**

The Chief Engineer/Transmission /TSTRANSCO/Vidyut Soudha/Hyd.

**Copy to: -**

The Superintending Engineer/OMC/Metro-East/Hyderabad.  
The Superintending Engineer/OMC/Metro-West/Hyderabad.  
The Divisional Engineer/Transmission & Stores/Erragadda/Hyderabad.  
The Accounts Officer, O/o Superintending Engineer/OMC/Metro-East/Hyderabad.  
The Accounts Officer, O/o Superintending Engineer/OMC/Metro-West/Hyderabad.

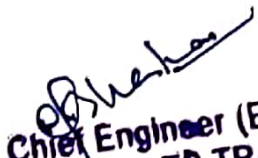


**Schedule of Material Quantities and Prices for PO No. 4200000899**

(All Financial Figures in Rs.)

ERP PO Itm No.	Schd. No.	Material Code	Material Description	HSN Code	PO Qty.	PO Unit	Base Rate /Unit	P & F /Unit	Freight /Unit	Insurance /Unit	GST Rate (%)	IGST (Rs)	FADS Price /Unit	Total Amount(Rs.)
1		50000617	SILICA GEL	38249025	1400	KG	129.00						129.00	180,600.00
2		50000617	SILICA GEL	38249025	2800	KG	129.00						129.00	361,200.00
Total														541,800.00

Amount in Words: Five Lakh Forty One Thousand Eight Hundred Rupees

  
**Chief Engineer (Elec.)**  
**Metro Zone TS TRANSCO**  
**GTS Colony, Erragadda, Hyd-45**