### Regd.Post with Ack.Due::



### TRANSMISSION CORPORATION OF TELANGANA LIMITED

## Website:Transco telangana.gov.in CIN No:U40102AP2014SGC094248

From:
The Joint Secretary,
TSTRANSCO,
Room No.119, "A' Block,
Vidyuth Soudha,
Hyderabad-82

To: M/s S.S.V.Manufacturers, 4-7-1057/1, Esamia Bazar, Koti, Hyderabad – 500 027.

P.O.No. /2018/Jt.Secy/DS(Per.I)/AS(L,P,S&F)/PO(S&F)/500/D.No119/19, dt: -02-2019.

Sir,

Sub: Tender Specification No. – Procurement of A4 size Xerox paper of 80 GSM & 75 GSM Xerox Papers - Purchase Order issued - Reg.

Ref:- 1. Enq.Lr.No.JS/DS(Per.I)/AS(L,P,S&F)/JPO/Spec.No.19/2018/ D.No.108/18, dt.06.12.2018.

2. Quotation dt.19.12.2018, from M/s. S.S.V. Manufactures, Hyderbbad.

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# 1.a. Acceptance:

I, acting for and on behalf of and by the order and direction of TRANSMISSION CORPORATION OF TELANGANA LIMITED (herein after called the 'TSTRANSCO') accept your (M/s S.S.V. Manufacturers, Hyderabad hereafter called the supplier) quotation vide reference 2<sup>nd</sup> cited, for supply of A4 size Xerox paper 80 GSM & 75 GSM Xerox Papers of at Vidyuth Soudha as detailed under clause (2) subject to the terms and conditions set out in this order.

# **b. Scope of Contract:**

This contract relates to the supply of Paper items as detailed under clause (2) and delivery at the destination i.e., TSTransco, Vidyut Soudha, Hyderabad.

### 2. Schedule of Material and Prices:

TSTRANSCO hereby accept the rates of Supply of Paper items, worth of Rs.3,88,640.00 (Rupees Three lakh eighty eight thousand six hundred and forty only)

Sl.No.	Description of	Quantity	Unit	GST	Total	Total Price
	material		price	@ 12%	cost	amount (in
			(in Rs.)		per	Rs.)
					unit	
					with	
1.	A4 (Spectrum) –	200	212.50	25.50	238.00	47,600.00
	80 GSM	Reams				
2.	A4(Spectrum)-	1500	203.00	24.36	227.36	3,41,040.00
	75 GSM	Reams				
				Total Rs.		3,88,640.00

Note: The material should be as per standards mentioned in clause (3) of section (III)

#### 3. Prices:

The prices noted for the materials mentioned under clause 2 above, inclusive of GST, Packing & Forwarding and other legally permissible duties and levies wherever applicable, handling charges to cover the transport by road from destination to site/ stores, unloading at destination.

### 4. Taxes and Duties:

The prices accepted above are inclusive of GST, TSTRANSCO is not liable to pay any other sort of Taxes and Duties and it is your responsibility to bear them completely either now or in future. TSTRANSCO assumes full powers to recover the statutory taxes and duties, if any levied at a later date, either in full or in part from the securities provided by you against this order.

### 5. Income Tax:

Income tax will be deducted at source if applicable.

### 6. Payment:

100% payment will be arranged by Pay Officer, TSTRANSCO with in 45 days reckoned from the date of receipt of material in good condition at the destination/stores duly transferring the said amount to the bank account of the supplier by the purchaser bank. The supplier will have to predefine the Bank details. The 100% payment mentioned above is subject to submission of performance security as per **clause 7** of this Purchase order by the supplier (as per proforma enclosed in the specification)

If the supplier 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 amount 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 / differ in quality of the material 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. Performance Security:

Within Fifteen days of receipt of the notification of Contract award, the successful Bidder need to furnish to the Purchaser the performance security for an amount of **10% of the contract value** for the period of **6 months** 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 6 months and the Performance Bank Guarantee for proportionate value will 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.

The performance security will be .....

a) A bank guarantee issued by a Nationalized 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 quarter of the Purchaser in favour Purchaser drawn on any Nationalized bank.

The performance security will be discharged by the Purchaser and returned to the Supplier not later than sixty (60) days after the expiry date.

The performance security will be in the form of banker's cheque, crossed DD or Pay Order drawn in favor of **Pay Officer, TSTRANSCO** and payable at **Hyderabad.** 

#### 8. Loss or Damage:

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 a fortnight on receipt of materials. Internal defects, damages or shortages of any internal parts which cannot ordinarily be detected on a superficial visual examination, though due to bad handling in transit or defective packing or other reasons would be intimated within 2 months from the date of receipt of the materials. In either case, the defective or damaged and materials should be replaced and the shortages made good by you free of cost to TSTRANSCO.

## 9. Delivery:

- i. The delivery of the entire paper items should reach the destination i.e., TSTransco, Vidyut Soudha, Hyderabad.
- ii. In case the delivery schedule is not adhered to, the TSTRANSCO reserves the right to purchase the balance quantity from the open market and recover the extra expenditure thus incurred from the supplier.

# 10. Penalty of delay in supplies:

Failure on the part 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 there of on the value of the undelivered portion, subject to a maximum of 5% of contract value. If the period of delay exceeds the specified maximum, the purchaser may consider termination of the contract.

# 11. Dispatch Instruction:

Please arrange to supply the stationery specified in clause no (2) and handover in person to the Consignee, Assistant Secretary (L,P,F&S) O/o Joint Secretary/TSTRANSCO/Vidyut Soudha/ Hyderabad.

Delivery challans in triplicate shall be submitted to the Consignee, Assistant Secretary (L,P,F&S) O/o Joint Secretary/ TSTRANSCO /Vidyut Soudha/Hyderabad for processing the bills.

### 12. Warranty:

The material shall be guaranteed for satisfactory operation for a period of **6 months** from the date of receipt of material in good condition.

If during the period of guarantee any of the materials are found defective, such materials shall be repaired or replaced free of cost to TSTRANSCO.

### 13. Risk:

The risk in the property is entirely yours till the goods are received in good condition at destination.

## 14. Packing:

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

# 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 Board whether these are specifically mentioned or not in the specification, your quotation or in this Purchase Order and the equipment shall be complete in itself.

# 16. 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 meajure.

## 17. Risk Purchase:

In case of supplier who has not adhered to the delivery schedule, 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 su:pplier. This is in addition to the rights of TS TRANSCO mentioned in the specification.

### 18. Jurisdiction:

All and any disputes or difference arising out of or touching this order will be decided by the Courts or Tribunals situated in Hyderabad only. No suit or other legal proceedings will be instituted else where.

## 19. Acknowledgement:

- i) All general and technical correspondence shall be addressed to the Joint Secretary / Room No.119, 'A' Block, TSTRANSCO, Vidyut Soudha Hyderabad.
- ii) Unless otherwise specified, you shall abide by all the terms and conditions specified in the enquiry.
- i) Please acknowledge the receipt of this order with confirmation of its acceptance by you by returning the extra copy of the order enclosed, duly signing it with dated in token of your acceptance.

(This order is issued with the concurrence of Jt.Managing Director (Fin., Comml., & HRD), TSTRANSCO, vide Regd. No.432, dt.29.01.2019)

Yours faithfully.

JOINT SECRETARY

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

Signature of the Contractor (with seal of the company)

Copy to:

PO to Joint Secretary/TSTransco/Vidyut Soudha/Hyderabad The Deputy Secretary (Per.I), TSTRANSCO, VS, Hyderabad.

The Assistant Secretary(L,P,S&F) /TSTransco/Vidyut Soudha/  $\}$  \* Hyderabad

With a request to ensure the material received shall be as per Specification/ (\*)

The FA&CCA / TSTransco/Vidyut Soudha/ Hyderabad
The ED (Finance), TSTRANSCO, Vidyut Soudha, Hyderabad.
The Pay Officer/ TSTransco/Vidyut Soudha/ Hyderabad.

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(\*\*) with a request to arrange payments to the supplier as per the caluse No.6

of the Purchase Order.