

By Speed Post:



TRANSMISSION CORPORATION OF TELANGANA LIMITED

From:
The Joint Secretary,
TSTRANSCO, Vidyut Soudha,
Hyderabad - 500 082.

To:
M/s. Khanak Enterprises,
H.No.1-7-1002/37, 1st Floor,
Ramnagar, Hyderabad - 500 020.

P.O.No.4300000073/JS/DS(Per.I)/AS(L,P,S&F)/PO(S&F)/JPO/F.Xerox/D.No.71/21, Dt.07.01.2022.

Sir,

Sub:- TSTRANSCO - Stationery & Furniture Section - Procurement of 1 No. Xerox machine Model: Xerox B 1022 for use in the O/o Chief Vigilance Officer, TSTRansco, Vidyut Soudha, Hyderabad - Purchase Order issued - Regarding.

Ref: Quotation dt.01.12.2021, received from M/s. Khanak Enterprises, Hyderabad.

* * *

1. a. **Acceptance:**

I, acting for and on behalf of 'TRANSMISSION CORPORATION OF TELANGANA LIMITED', (herein after called the 'TSTRANSCO' or "the Purchaser") accept you (M/s. Khanak Enterprises, Hyderabad hereafter called the supplier) quotation vide ref (1st) cited for Supply of 1 No. Xerox machine Model: Xerox B 1022 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 1 No. Xerox Machine for the said model as detailed under clause (2) and covers Design, manufacture, testing before dispatch, delivery F.O.R destination, as detailed in this Purchase Order.

2. **Prices:**

The total prices accepted under "Schedule of Materials" are "FIRM" in Rupees F.O.R destination basis and inclusive of GST@ 18%, 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.

3. **Taxes and Duties:**

The prices accepted above are inclusive of all taxes. 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 levied at a later date, either in full or in part from the securities provided by you against this order.

4. **Delivery:**

Delivery of the equipment shall be completed within two weeks i.e., (14 working days) from the date of issue of Purchase Order.

5. **Dispatch Instructions:**

The material and the delivery challan in triplicate shall be delivered as per the following details:

Sl.No	Receiving authority(Consignee)	Counter signing Authority for delivery challan
1	TSTRANSCO, Vidyut Soudha, Khairatabad, Hyderabad.	Assistant Secretary(L,P,S&F) Vidyut Soudha/Hyderabad

6. **PERFORMANCE SECURITY:**

6.1 The supplier shall furnish to the Purchaser the performance security for an amount equal to 10% of the **total contract value** 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.

6.2 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. 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.

6.3 The 10% performance security on the below mentioned contract Amount shall be submitted by the firm separately in original to the mentioned officers as follows:

Performance Security to be drawn in favour of	Contract Amount
Pay Officer/TSTransco	Rs.99,721.80 or say Rs.99,722.00

A bank guarantee issued by a nationalized bank acceptable to the Purchasers, as mentioned above, in the form provided in the bidding documents.

OR

A banker's Cheque or crossed DD or Pay Order payable at the Head quarter of the Purchasers as mentioned above may be drawn on any nationalized bank and payable at Hyderabad.

7. **Payment:**

The bills shall be submitted to this office along with guarantee /warranty certificates. 100% payment will be arranged by Pay officer /TSTransco /Vidyut Soudha/Hyderabad within 45 days after receipt of material/equipment in good condition to the consignees and after installation and commissioning and on submission of performance Security as per clause (6) for the 10% contract value valid till warranty period.

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 this Purchase Order, 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 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.

8. **Warranty:**

The equipment shall be guaranteed for satisfactory performance for a period of 12 months i.e., (1 year) from the date of receipt of goods in good condition by the consignee. During the period, if the equipment is found defective, such materials shall be repaired or replaced by you free of all costs to TSTRANSCO within 30 days, which shall in no circumstances be more than the delivery period indicated in this order.

9. **Full Service Maintenance Agreement/Compleat Service Agreement:**

After the expiry of the warranty period i.e., one year from the date of installation of 1 no. Xerox machine Model:Xerox B 1022 , the firm has to provide with FSMA for two years i.e., for from the date of expiry of warranty period as stated in your letter dt.20.12.2021. The rate will be as follows:

Rs.0.32 paisa (A4 / A3) per copy for 2 years with applicable taxes.

The Full Service Maintenance Agreement order will be issued separately.

10. **Installation & Commissioning:**

The firm shall deliver the Xerox machine in the O/o Chief Vigilance Officer TSTransco/Vidyut Soudha/ Hyderabad, in good condition and obtain installation Certificate from the concerned officer and submit the same to this office after installing and commissioning of the said equipment.

11. **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 No.15, if the supplier fails to deliver any or all of the Materials / equipment or fails to perform the Services within the period 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 undelivered portion 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 off to the nearest week and penalty calculated accordingly.

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

12. **Risk and Packing:**

The risk in the property is entirely yours (i.e., supplier's) till the goods are received in good condition at destination. All the material shall be securely packed in such a manner so as to withstand rough handling during rail and road transit up to site.

13. **Force Majeure:**

The supplier will 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 otherwise directed by the purchaser in writing, the supplier will continue to perform its obligations under the contract as far as is reasonable practice, and will seek all reasonable alternative means for performance not prevented by Force Majeure event. No price variance will be allowed during the period of force majeure.

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14. **Correspondence:**

Your acknowledgement to this order and any correspondence, general or technical in nature shall be addressed to the Joint Secretary, TSTRANSCO, Room No:119, 'A' Block, Vidyuth Soudha, Hyderabad-500082.

All correspondence regarding dispatch and payment shall be addressed to the consignee under intimation to the Joint Secretary, TSTRANSCO, Vidyut Soudha, Hyd-500082.

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 quotation or in this Purchase Order and the equipment shall be complete in itself.

16. **Jurisdiction:**

All and any disputes or differences arising out of touching this contract will be decided by the Courts or Tribunals situated in purchaser's Headquarters only. No suit other legal proceedings will be instituted elsewhere.

17. **Acknowledgement:**

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

Yours faithfully,

JOINT SECRETARY
(acting for and on behalf of TSTRANSCO)

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

Signature of the Contractor
(with seal of the company)

Copy to :

The P.S to JMD (Fin., Comml & HRD)/TSTRANSCO/VidyutSoudha/Hyderabad.

The ED(Finance)/TSTRANSCO/Vidyut Soudha/Hyderabad.

The FA&CCA(Accounts)/TSTRANSCO/Vidyut Soudha/Hyderabad.

The Chief Vigilance Officer/TSTRANSCO/Vidyut Soudha/Hyderabad.

The Pay Officer /TSTRANSCO / Vidyut Soudha / Hyderabad.

(*) With a request to receive the material and communicate the Signed delivery challan and satisfactory installation reports to this office through UO to enable this office for taking further necessary action.

PS to Joint Secretary/ TSTransco/Vidyut Soudha/Hyderabad.

The DS/Per.I/TSTransco/Vidyut Soudha/Hyderabad.

Name of the work: procurement of photocopying machine for use the O/o Chief Vigilance Officer/TSTransco/Vidyut Soudha/Hyderabad.

Schedule of Material Quantities and Prices for PO No. 4300000073

(All Financial Figures in Rs.)

ERP PO Itm No.	Schd. No.	Material Code	Material Description	HSN Code	PO Qty.	PO Unit	Base Rate /Unit	GST Rate (%)	CGST+ SGST	FADS Price /Unit	Total Amount Excl. GST	Total Amount Incl. GST(Rs.)
1		2000000085	MACHINE,MULTI FUNCTION XEROX (xerox B1022 - A3 - B/W22 ppm, USBprinting + 1.5 MB Memory+Digital copier + Laser printer+ Color Scanning +DADF + Networkconnectivity+ Copying/printing + 2 tray + Bypass, + Stand +Stabilizer, Monthly Duty Cycle Up to 50000 Pages/Month)	84433960	1	NO	84,510.00	18	15,211.80	99,721.80	84,510.00	99,721.80

NOTE: CGST and SGST amounts shall be shown in separate columns in the vendor invoices

Total 84,510.00 99,721.80

Amount in Words: Ninety Nine Thousand Seven Hundred Twenty One Rupees Eighty Paise

