

TRANSMISSION CORPORATION OF TELANGANA LIMITED

From
 Superintending Engineer,
 OMC circle, TSTRANSCO,
 Nizamabad District – 503001.
 Telangana State
 Ph/Fax: 08462 – 243158.
 e-mail ID: se.omc.nzb@tstransco.in

To
 M/s. Vijetha Enterprises,
 Krishna Complex,
 Market Road,
 Dist. Mancherla – 504208.
 Ph: 92472 84232.
 e-mail ID: adpsri86@gmail.com

SAP P.O.No.4200000710 of SE/OMC/NZB/Tech/F./D.No.1699/19, Dt.01-08-2019.

Sir,

Sub: OMC circle, Nizamabad – [Supply of 90 Watts LED Street lights](#) – Purchase order - Issued – Reg.

Ref: [1. Tender Specification No.P-09/2018-19 of SE/OMC/Nizamabad](#)
[2. Your Negotiation Ref.Nil, Dt.14-04-2019.](#)
[3. SPC Meeting Dt.09-07-2019](#)

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01. ACCEPTANCE:

I acting for and on behalf of the Transmission Corporation of Telangana Limited (TSTRANSCO), accept the rates for the supply of material as indicated in the schedule of materials vide clause No.17 and as per the above cited correspondence subject to the following terms and conditions.

02. PRICES:

The prices noted in the schedule of materials vide clause 17 are Firm in Rupees.

03. STATUTORY VARIATION:

a) Any variation up or down in statutory levy or new levies introduced after issuing of purchase order under this specification will be to the account of TSTRANSCO.

b) Where delivery schedule is not adhered to by the supplier and there are upward variation/revision after the agreed delivered date, the supplier will bear the impact of such levies and if there is downward variation/revision the TSTRANSCO should be given credit to that extent.

04. VARIATION IN QUANTITIES:

The quantities are subject to variation i.e., increase or decrease, up to 50% of the tender quantities at the time of placing purchase order / during supply of materials.

05. ACKNOWLEDGEMENT:

The Railway Receipt/Lorry receipts should be sent to the persons noted against each item and should be accompanied by two copies of the invoice/Challan one of which will be returned to you direct in token of acknowledgement of receipt of the goods.

06. LOSS OR DAMAGE:

a) 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 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 will be intimated within (2) months from the date of receipt of these materials. In either case the damaged or defective materials should be replaced by the supplier at free of cost to the TSTRANSCO.

b) If any materials supplied by the supplier are found to be defective in whole or in part within the guarantee period, the same will be intimated to you and you should take immediate steps to rectify the defect or to replace the defective materials at free of cost. 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 without prejudice to its other rights and remedies, cause to be repaired or rectified, the defective materials or replace the same and recover the expenditure incurred therefore from the deposits such as EMD, SECURITY DEPOSIT AND PERFORMANCE or other money available with the TSTRANSCO or by resorting to legal action and also decline to accept further deliveries of materials.

c) The defective portion of whole of the materials so replaced or renewed should give satisfactory performance till the expiration of six months from the date of such replacement or renewal or until the end of guarantee period whichever is later.

07. TECHNICAL SPECIFICATION:

The 90 Watts LED Street lights shall be designed, manufactured, tested and supplied as per the technical specification annexed to this Purchase Order

08. DELIVERY:

The materials shall be supplied **within 30 days** from the date of receipt of this Purchase order.

09. WARRANTY PERIOD:

a) The materials shall be guaranteed for satisfactory operation for a period of 12 months from the date of commissioning or 18 months from the date of delivery whichever is earlier.

b) If during this period, any of the materials are found defective, they shall be repaired or replaced by the supplier free of cost to the TSTRANSCO within one month from the date of intimation.

10. TERMS OF PAYMENT: The following terms of payment shall apply.

a) 90% of the due price will be paid within 30 days after receipt of the goods in good condition and on receipt of supplier's bill in duplicate supported by duplicate copy of invoice duly certified by the consignee **and** balance 10% due on goods received in good condition will be made after completion of guaranteed performance period.

b) Payment for the materials supplied will be made by crossed cheque payable at any nationalized bank of Headquarters of the paying officer.

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.

11. PENALTY FOR LATE DELIVERY: -

a) The time for the dates of delivery of the materials mentioned in the order shall be deemed to be the essence of the contract and you shall deliver the materials on or before the dates mentioned in the order. If you fail to deliver the materials on or before the stipulated dates, you shall pay as penalty, an Amount equal to ½ % in respect of the materials for every week or part thereof subject to a maximum penalty shall not exceed 5% on the total amount of the full contract as shown in the order.

b) If the period of delay exceeds the specified maximum, the TSTRANSCO may consider cancellation of purchase order forfeiting the Security Deposit, without prejudice to the claim for damages caused to the TSTRANSCO on account of such failure on the part of you.

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) The right of the TSTRANSCO shall be without prejudice to its right under the law including the right to cancel the contract, forfeit the deposit and or recover the damages for breach of contract.

12. EMD, SECURITY DEPOSIT & PERFORMANCE GUARANTEE:

**EMD Rs.8,580/- paid vide DD No.965772, Dt.08-04-2019,
Balance Security Deposit to be paid is Rs.12,870/- and
5% performance guarantee to be paid is Rs.21,450/- will be deducted from the bill.**

13. GOODS & SERVICE TAX: (GST):

- a) GST No. of TSTRANSCO is 36AAFCT0166J1Z9 and shall be quoted on supplier's 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 through mail.
- h) Please quote the GST number on each bill together with the certificate. That the goods for which Tax claimed or not exempted under the GST Act or the rules made their under and the charges on account of GST Tax on these goods are correct under the provisions of the Act or the rules made their under the GST Tax claimed will be paid to the Government, and if not will be refunded to the TSTRANSCO.

14. PAYING AUTHORITY: Superintending Engineer/OMC/Nizamabad.**15. DISPATCH INSTRUCTIONS:**

- a) All the material detailed in schedule of materials must be consigned as follows.

Quantity	Materials to be consigned to	Bills to be sent to
130	Stores /Erragadda/Hyderabad	Superintending Engineer, OMC circle, TSTRANSCO, 132/33 KVSS Nizamabad premises Nizamabad District – 503001. Telangana State

- b) The supplier whenever he dispatches materials to a consignee shall 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 the supplier one copy of the packing slip with his remarks. The form of the packing slip shall be as follows: -

PACKING SLIP

- 1). Purchase order No. & Date.
- 2). Quantity allotted to the stores and rate applicable.
- 3). Quantity so far supplied to the store and the rate applied.
- 4). Quantity now supplied under the purchase order with rates applied.
- 5). Programme for supplying of balance quantity to the stores.

- c) The supplier shall invariably send to the purchasing officer a copy of; the delivery challan whenever materials are consigned.

16. GENERAL INSTRUCTIONS:

- a) Your bill in duplicate along with a duplicate copy of invoice and sub-standing vouchers for all extra claim to be made separately and should be forwarded to the paying officer cited in dispatch instructions.
- b) All correspondence regarding bills, payment, etc., should be addressed to the paying officer i.e., Superintending Engineer/OMC Circle, TSTRANSCO/Nizamabad.
- c) All General and Technical correspondence should be addressed to the Superintending Engineer / OMC / TSTRANSCO/Nizamabad – 503 001 TELANGANA.
- d) All and any disputes or differences arising out of or touching the order shall be decided only the courts or tribunals situated in or Nizamabad only. No suite or other legal proceedings shall be instituted elsewhere.
- e) Please return one copy of the local purchase order duly signed in token of acceptance of all the terms and conditions of this order.
- f) The ownership of the materials would rest with you till they are all received at destination in good condition.
- g) Railway / Fright charges should be prepaid.

17. SCHEDULE OF MATERIALS:

Sl. No.	Description of Material	HSN CODE	Qty		Rate/per in Rs.	Amount In Rs.
1	<p>90W LED street lights (SAP Material No.3000005117):</p> <p>LED street light Body made of high grade pressure die-cast Aluminium alloy with corrosion resistant powder coat, having protective toughened glass cover, Less Glare, IP 66 (Silicon gasket ensures Optical & Electrical compartments are IP 66) protected, wide operating voltage range, P.F>0.90, system having efficacy >100 lumens/watt, with Ingress protection IP66, Driver surge protection more than 4KV, THD<15%, CCT:3000-6500K as desired by the department and as per IS CRI>80, Inbuilt Electrical protections like Over voltage, Short circuit, Over load, Open circuit, Miswiring, etc. complete with 5 years warranty. Wattage: 90W with arm.</p> <p>LUMINAIRE MAKE: PHILIPS/OSRAM/GE / CROMPTON/ BAJAJ / SCHREDER / VIN / HALONIX / HAVELLS / HPL / SURYA/SYSKA</p> <p>LED MAKE: PHILIPS LUMILEDS /CREE/ NICHIALOSRAM/ SAMSUNG / LG LEDs.</p>	94054090	130	Nos.	3300-00	4,29,000-00
TOTAL						4,29,000-00
(Rupees Four lakhs twenty-nine thousand only)						

Note: Supplier is registered under composite scheme in GST.

Sd/-
Superintending Engineer, I/c
OMC circle, Nizamabad.

I / We accept all the terms and conditions of this order.

Signature of supplier with date

Copy Submitted to The Chief Engineer/Zone/TSTRANSCO/Karimnagar.

Copy to the Accounts Officer/O/o Superintending Engineer/OMC Circle/Nizamabad.

Copy to the Divisional Engineer/O&M/220 KVSS Dichpally.

Copy to the Divisional Engineer/O&M/Division/Nizamabad.

Allotment of material

Sl. No.	Description of material	DE/O&M/Nizamabad	DE/O&M/220 KVSS Dichpally
1	90 W LED Street lights	50 Nos.	80 Nos.