By Regd. Post With Ack

TELANGANA STATE POWER GENERATION CORPORATION LTD (A Government of TS Undertaking) KOTHAGUDEM THERMAL POWER STATION V & VI STAGES PALONCHA



In Duplicate

(An ISO 9001:2008 Accredited Plant) Website:www.tsgenco.co.in

From :

Chief Engineer Operation & Maintenance,KTPS-V&VI PALONCHA-507 115 Bhadradri Kothagudem(Dt) Telangana Phone :08744-255275 Fax:08744-255272 ce.ktps5@tgenco.telangana.gov.in GSTIN : 36AAFCT0257Q3ZT CST No. : 36280126964(CENTRAL) TIN No. : 36280126964 PAN No. : AAFCT0257Q CIN No. : U40102TG2014SGC094070

To:

M/s HEBEI PIPE FITTINGS #19/20, GENERAL MUTHIA MUDALI STREET, SUIT NO. G11,SOWCARPET, CHENNAI 600079, Tamilnadu Phone No:04445410099

Vendor Code : 115185

PO No: 4500018937 / CE/O&M/KTPS / V&VI STAGE/DE(P) / K80 / 2019 - 20 / / DT. 20.06.2019

Sub: KTPS-V&VI Stages# MM-CHP Division#Supply of "MS ERW pipes and Elbows for the sub division of ADE/General/O&M-IV/CHP/KTPS-V&VI stage"-Detailed Purchase Order#Issued#Regarding.

Ref: 1.NIT No.23/17-18/ O&M-IV-CHP /P31/CE/O&M/KTPS-V&VI Stages, DT:07.03.2018 against PR.No.1000023333,Dt:10.01.2018.
2.Your Offer through E procurement.
3.Lr.No.CE/O&M/KTPS-V&VI/P41/NIT:23/17-18/ MM-CHP/D.No.939/18-19,Dt:08.03.2019.
4.Your Lr.Dt:13.03.2019.
5.Your Mail Dt:30.04.2019.

1 ACCEPTANCE :

I, acting for, and on behalf of and by the order and direction of Telangana State Power Generation Corporation Limited (herein after called as "TSGENCO") accept the offer cited at ref (2) and subsequent letter cited at ref. (4)& (5) of M/s Hebei Pipe Fittings, Chennai (herein after referred as "the Supplier"), for supply of "MS ERW pipes and Elbows for the sub division of ADE/General/O&M-IV/CHP/KTPS-V&VI stage" of TSGENCO at a total value of Rs.1,65,525.00 (Rupees One Lakh Sixty Five Thousand Five Hundred and Twenty Five Only), as detailed in Clause No.(2) below, in accordance with the above correspondence and subject to the terms & conditions set.

2 SCHEDULE OF MATERIALS & PRICES :

As per Annexure - I enclosed. PO Amount : Rs. 165,525.00

In words : Rupees One Lakh Sixtyfive Thousand Five Hundred Twentyfive Only

3 PRICE BASIS :

The prices quoted are F.O.R:Ex-Works, Chennai basis and are exclusive of IGST and freight charges and inclusive of P&F charges and Insurance Charges.

4 PACKING & FORWARDING CHARGES :

Inclusive. The material shall be packed adequately and securely so as to withstand rough handling in transportation.

5 CENTRAL SALES TAX /VAT/GST :

IGST @ 18% Extra. If any input benefit given by the Govt., on account of IGST shall be passed on to TSGENCO Ltd.

6 VARIATION IN TAXES & DUTIES :

i) The basic price quoted by you shall be reflected in the invoice. If invoice reflected less rates the payment will be reduced to that extent only.

ii) Statutory payments i.e., GST is payable extra as applicable at the time of delivery subject to the conditions stipulated in Clauses below.

a) Within Contractual delivery period : any variations either upward or downward or any new introductions any

statutory taxes / duties / levies etc. will be to TSGENCO's account, provided that the materials are dispatched within the delivery period.

b) Beyond contractual delivery period: in case supplies are not executed within the stipulated delivery period for reasons not attributable to TSGENCO, the additional implication on account of any upward variation and or introduction of new taxes / duties shall be to the Supplier's account only. However in case of a downward variation, the benefit shall be passed on to TSGENCO.

iii)TDS on GST @2% shall be deducted while making payment as per the GST laws.

7 FREIGHT :

Extra @ 5% against submission of doccumentary evidence. IGST is extra on Freight charges as applicable at the time of dispatch. Present applicable IGST is 18%.

8 TRANSIT INSURANCE :

The Prices accepted are inclusive of Transit Insurance. The material shall be dispatched duly arranging transit insurance and you are repossible for any loss or damage in transit and for settling the insurance claims and for replacement of material, if any.

9 TERMS OF PAYMENT :

100% payment will be made within 30 days on receipt of material in good condition and on receipt of bills in triplicate along with Delivery Challan/LR duly certified by the consignee. You shall raise the bills on "Senior Accounts Officer/O&M/KTPS V&VI Stages/Paloncha-507115" and shall be furnished along with the material for arranging payment.

10 SECURITY DEPOSIT :

Waived as MSME registered unit.

11 **PERFORMANCE BANK GUARANTEE :** Not Applicable.

12 GUARANTEE PERIOD :

The material shall be guaranteed for a period of 12 months from the date of commissioning or 18 months from the date of supply against manufacturing defects and poor workmanship. If, during the period of guarantee, it is found defective of workmanship or materials and/or fails in test/operation due to above defects, such material shall be repaired or replaced by you free of cost to the TSGENCO within a reasonable time before expiry of guarantee period. After repairs/replacements if any the material shall be delivered free of charge to the station and if the supplier is not able to effect such repairs or replacement in time the TSGENCO may at its option, do so at your risks and expenses and recover the full cost from you. You have to furnish an undertaking to the effect along with invoice /bills. You shall furnish guarantee/Interchangeability certificate along with material.

13 DELIVERY PERIOD :

You shall deliver the material immediately (as the material ready stock) from the date of receipt of PO.

14 LIQUIDATED DAMAGES :

In case of any delay in executing the Order beyond the period stipulated in DELIVERY Clause,, for reasons not attributable to TSGENCO, TSGENCO may at its option demand and recover from the SUPPLIER an amount equivalent to half percent (0.5%) of value of the delayed materials, for every week of delay or part thereof subject to a maximum of five percent (5%) of total order value. (Date of receipt at KTPS-V&VI Stages is the criteria).

15 CONSIGNEE : :

Assistant Divisional Engineer/ODS&T/KTPS-V&VIStages/Paloncha/507115 .mail:adeodsktps5.6@gmail.com&DE/S&S/KTPS-V&VI Stages Ph:9490610710 and mail:ktps5.destores@tsgenco.co.in.

16 JURISDICTION. :

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

17 CANCELLATION OF ORDER :

The Corporation reserves the right to cancel the order in the part or in full by giving two weeks notice thereby if a. The supplier fails to comply with any of the terms of the order.

b. The supplier becomes bankrupt or goes into liquidation.

c. The supplier makes general assignment for the the benefit of the the creditors and

d.Any receiver is appointed for the property owned by the supplier.

18 PAYING OFFICER : :

Senior Accounts Officer/O&M/KTPS-V&VI/Paloncha-Bhadradri Kothagudem(Dist),Ph:9490610736 and Email:saoktpsv@gmail.com.

19 TESTS & TEST CERTIFICATES :

Test certificates and warranty certificates shall be furnished for each item along with the material.

20 DESPATCH INSTRUCTIONS :

Our authorized Transporters: M/s. Transport Corporation of India Limited M/s. Associated Road Carriers Limited M/s. South Eastern Road Ways Limited----Kothagudem(KGM) M/s. Navatha Transport M/s. Kranthi Transport----Paloncha(PVC).

21 LOSS OR DAMAGE :

(a) External damages, on account of defective/inadequate packing, or shortages, if any, will be intimated to the supplier, within one month from the date of receipt of the materials at site.

(b) Internal defects, damages or shortage of any integral parts which cannot ordinarily be detected on a superficial visual examination, will be intimated within Two months from the date of receipt of materials at site.(c) In either case, the defective or damaged items shall be replaced and the shortages shall be made good by the supplier, free of cost, within a reasonable period irrespective of settlement of Insurance Claims, if any.

22 ACKNOWLEDGEMENT :

Please acknowledge the receipt of this Order with your confirmation of its acceptance by you. The additional copy enclosed may please be returned at the earliest with your signature in token of your acceptance, within 15 days, failing which the PO shall be deemed to be accepted by the SUPPLIER in full.

23 FORCE MAJEURE :

a) The supplier shall not be liable for delay or failing to supply the materials/equipment for reasons of Force Majeure such as Act of God, Act of War, Act of Public Enemy, Natural calamities, Fires, Floods, Frost, Strikes. Lockouts etc. Only those causes which have duration of more than 7 days shall be considered for force majeure. b)The vendors shall within 10 days from the beginning of such delay notify to the corporation in writing the cause of delay. The Corporation shall verify the facts and grant such extension of time as facts justify. c)No price variation shall be allowed during the period of force majeure and liquidated damages would not be levied for this period.

d)At the option of corporation, the order may be cancelled. Such cancellation, would be without any liability whatsoever on the part of the corporation. In event of such cancellation, supplier shall refund any amount advanced or paid to him by the corporation and deliver back any materials issued to him by the corporation and release facilities, if any provided by the corporation.

24 SPECIAL INSTRUCTIONS :

NEGLIGENCE AND DEFAULT:- The supplier shall execute this order with due diligence & expedition and in compliance with any reasonable instructions given, either by this office in writing, in connection with this order. In case of any negligence on part of the supplier to comply with the same, this office may give 21 days notice, in writing, to the supplier, to make good any such failure or neglect or contravention. If the supplier fails to comply with the notice within the time considered to be reasonable by this office, he may be blacklisted and all business dealings with him may be suspended for a specific period. RISK PURCHASE:

In the event of any delay in execution of ordered materials beyond the stipulated date of delivery, the corporation may resort to purchase the materials from elsewhere at the sole risk and cost of the supplier and recover all such extra expenditure incurred by the corporation in procuring the materials by above procedure.

25 GENERAL TERMS :

Place of dispatch : Chennai Place of Delivery : O&M Stores, KTPS-V&VI Stages/Paloncha. Mode of Dispatch : By Road (Except through GATI & XPS Cargo) Price variation : Not allowed. Inspection : At KTPS-V&VI Stages. Bank charges : To your Account.

For & On behalf of TSGENCO

CHIEF ENGINEER/O&M/KTPS-V&VI

Document Dispatch Details:

Dispatch No: 322 Date : 20/6/19 LOC Payment

We accept all the terms and conditions of this order.

SEAL OF THE SUPPLIER

SIGNATURE OF THE SUPPLIER'S. **AUTHORISED REPRESENTATIVE**

Copy to:

Copy Communicated to the Ø Superintending Engineer/O&M/CHP/KTPS-V&VI Stages. Ø Divisional Engineer/MM-CHP/KTPS-V&VI Stages-For further follow up till the material is received. Ø Divisional Engineer/S&S/KTPS-V Stage-To issue necessary instructions to concerned Division / sections to process bills.

Ø Sr. Accounts Officer/O&M/KTPS-V&VI stages.

Annexure - 1

PO No: 4500018937 / CE/O&M/KTPS / V&VI STAGE/DE(P) / K80 / 2019 - 20 / / DT.20.06.2019

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		rder#Issued#Reg	<u> </u>				
S.No.	Material Co Description	de (HSN)	UOM	Qty	Unit Price	Per	Total Value
	100083265	(7306)	М	100	450.00 INR	1	45000.00
	MS ERW PIPE	,65X4.5MM					
2	100092770	(720.6)	м	100	250.00 IND	1	35000.00
2	100083770 PIPE,ERW,MS	(7306)	Μ	100	350.00 INR	1	35000.0
		,5074.510101					
3	100055261	(7306)	М	100	240.00 INR	1	24000.0
		IAMETER:40 MM;V RING PROCESS:EF		4 MM;MATERIAL:	MS		
4	100022872	(7306)	М	100	180.00 INR	1	18000.0
	PIPE;INSIDE DIAMETER:25 MM;WALL THICKNESS:4						
	MM;MATERIAL:MS;MANUFACTURING PROCESS:ERW						
5	100110276	(7307)	NO	15	1250.00 INR	1	18750.0
		,90DEG, MS ERW					
		8					
6	100110277	(7307)	NO	15	700.00 INR	1	10500.0
	ELBOW,150NB,90DEG, MS ERW						
7	100111155	(7307)	NO	15	280.00 INR	1	4200.0
	90° MS ERW E	LBOW 100NB					
8	100110278	(7307)	NO	25	160.00 INR	1	4000.00
0		90DEG, MS ERW	NO	25	100.00 IINK	1	4000.00
9	100110279	(7307)	NO	25	98.00 INR	1	2450.00
	ELBOW,65NB,90DEG, MS ERW						
10	100110280	(7307)	NO	25	55.00 INR	1	1375.00
		90DEG, MS ERW					
11	100110281	(7307)	NO	25	46.00 INR	1	1150.00
	ELBOW,40NB,90DEG, MS ERW						
2	100110282	(7307)	NO	25	24.00 INR	1	600.00
	ELBOW,25NB,	90DEG, MS ERW					
3	100110283	(7207)	NO	25	20.00 INR	1	500.00
5		(7307) 3,90DEG, MS ERW	NO	23	20.00 INK	$\frac{1}{2}$	500.00
		5,80DEG, NIS EINN					
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						CHIEF	ENGINE