

By Regd. Post with Ack./ Due: **In Duplicate:**
NORTHERN POWER DISTRIBUTION COMPANY OF TELANGANA LIMITED
CORPORATE OFFICE, WARANGAL - 506 001.

(PURCHASE ORDER)

Phones: 0870-2461507.

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From

The Chief General Manager,

P&MM/1st Floor, Vidhyuth Bhavan,

T.S.N.P.D.C.L, Corporate Office,

Nakkalagutta, Hanamkonda, Warangal.

Phone:9030380811.

Fax : 54/644

To

M/s. Shashank Enterprises,

D.No.8-5-245,

Laxminagar,

Karimnagar- 505 001

SAP CONTRACT No: 5 1 0 0 0 0 2 0 3 6

P.O.No. CGM/P&MM/NPDCL/WGL/DE-2/E-11/STN-01/17-18/PM-5456 /17, Dt. 18 -12-2017.

Dear Sir,

Sub:- TSNPDCL – P&MM wing – Purchase Order for Supply, Erection and Commissioning of SCADA compatible C&R Panel with IED for Feeder control VCBs –Order Issued – Reg.

- Ref:-
1. Tender specification No.STN-01/17-18
 2. Note approved dt. 23.11.17
 3. Lr.No.CGM/P&MM/NPDCL/WGL/GM/P2/A4/STN-01/17-18/D.No.3456 Dt. 27-11-2017.
 4. Your acceptance letter dated 13.12.2017

1) **ACCEPTANCE:** I, acting for and on behalf of and by the order and direction of Northern Power Distribution Company of Telangana Limited (TSNPDC!) accept the rates for **Supply, Erection and Commissioning of SCADA compatible C&R Panel with IED for Feeder control VCBs** as per the schedule of materials under clause 3 below and as per the above cited correspondence.

2) **PRICES:** The prices noted below are **FIRM** in Rupees, free at destination stores, Inclusive of GST@18%. & other taxes.

3) **SCHEDULE OF MATERIALS:**

Sl. No.	Description	Qty Nos	Unit Rate Rs. Ps. (Inclusive of all taxes)			Amount Rs. Ps.	
			Supply	Erection	Total		
1)	Supply, Erection and Commissioning of SCADA compatible C&R Panel with IED for Feeder control VCBs	36	Ex-works - 1,32,000.00 F&I - 2,250.00 CGST@9% - 12,082.50 SGST@9% - 12,082.50 Total - <u>1,58,415.00</u>	Ex-works - 18,000.00 CGST@9% - 1,620.00 SGST@9% - <u>1,620.00</u> Total - <u>21,240.00</u>	179655	64,67,580.00	
Total						6467580.00	
(Rupees Sixty Four Lakhs Sixty Seven thousand Five Hundred and Eighty only)							

4. **DELIVERY:**

The supply of materials including erection and commissioning shall complete **within three months** from the date of issue of purchase order. The materials shall be dispatched directly to site and obtain acknowledgment from Divisional Engineer/Operation/concerned division. The supplies has to submit the necessary drawings for approval within (7) days from the date of receipt of this purchase order.

After dispatch of the material to destination locations, invoices, delivery challans and acknowledgement certified by the Divisional Engineer/Operation/concerned division shall be submitted to the Assistant Divisional Engineer, District stores, Warangal so as to record the receipt of materials and also to process the bills and on successful completion of erection and commissioning works at site, the erection and commissioning bills shall also duly certified by Divisional Engineer/Operation/ concerned division.

However, you are requested to advance and improve the quantities to be delivered.

Delay in delivery of materials at site due to non-availability of transport facility or such reasons will not be considered. It is the responsibility of supplier to make alternate arrangements for transporting the materials to the destination within the stipulated period.

The TSNPDCL shall have the right to vary the delivery schedule mentioned in the Purchase Order due to any operational exigencies at any time during the execution of the order by the supplier after due notice.

The Company shall have the right to vary the ordered quantity by + or - 50% at any time during the execution of the order.

5. TERMS OF PAYMENT:

80% payment will be arranged **within 45 days** reckoned from the date of Form-13 i.e., receipt of material/equipment in good condition at the destination / stores duly transferring the said amount to the bank account of the supplier by the purchaser bank subject to furnishing of performance security in the form of Demand Draft / Bank Guarantee for 10% of the contract value in the prescribed proforma covering a period of 2 months over and above the period of performance guarantee and **balance 20% Payment** will be made **from the date of completion of** erection and commissioning of equipment **at site in good condition duly certified by Divisional Engineer/in charge of /SCADA.** The supplier will have to predefine the Bank details while entering into contract. **The bank guarantee shall be from any nationalized bank/scheduled bank.**

The performance security for an amount of 10% of contract value is to be furnished within fifteen (15) days of receipt of the notification of contract (purchase order) which will include the warranty period and completion of performance obligations including warranty obligations.

NOTE:-

- i) The date of delivery would be the date on which the stores officer certifies the receipt of materials **at site** in good condition, 103 entry in SAP module irrespective of the date of check measurement.
- ii) Form 13 shall be issued subject to material taken into stock in good condition (i.e., 105 entry in SAP module)
- iii) The supplier should invariably submit test certificates as soon as despatch is made so that the test certificates can be checked up and approved well before it becomes due for payment. Routine Test Certificates of the entire lot shall be submitted to the Consignee.
- iv) The performance guarantee to be executed in accordance with this specification shall be furnished on a stamp value of Rs.100/- **The performance guarantee shall be from any Nationalized/Scheduled Bank.** Performance Guarantee shall be to the extent of 10% value of purchase order valid upto 2 months over and above the guarantee period to draw 100% payment.
The performance guarantee has to be extended suitably by you in accordance with the guarantee clause, so that the last consignment against the order is covered by the guarantee.
- v) If you have received any over payments by mistake or if any amounts are due to the TSNPDCL due to any other reason, when it is not possible to recover such amounts under the contract resulting out of the subject specification, the TSNPDCL reserves the right to collect the same from any other amounts and/or bank guarantee given by you due to or with the TSNPDCL.
- vi) When you do not at any time, fulfill your obligations in replacing / rectifying etc., of the damaged/ defective materials in part or whole promptly to the satisfaction of the TSNPDCL officers, the TSNPDCL reserves the right not to accept the bills against subsequent despatches made by the supplier and only the supplier will be responsible for any demurrages, wharfages or damages occurring to the consignment so despatched.

6) DESPATCH: Please arrange to supply the materials specified herein and despatch them freight prepaid to the persons and stations noted separately. Despatch Instructions will be communicated to you after due inspection and clearance by the inspection officer.

7) SCOPE: This purchase order covers site survey, transportation, unloading at site, complete erection, testing and commissioning of all the above materials as per the terms and conditions of the tender specification No. STN-01/2017-18. The rates indicated in Clause No. 3, Schedule appended to this order are inclusive of all taxes and duties.

8) LOSS OR DAMAGE:

a) Supplier is responsible for the safe delivery of the goods in good condition at destination stores. He 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.

b) External damages or shortages that are prima-facie the results of rough handling in transit or due to defective packing will be intimated 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 would be intimated within 3 months from the date of receipt of these materials. In either case, the damaged or defective materials should be replaced by you free of cost to the TSNPDCL.

c) If no steps are taken within 15 days of receipt of intimation of defects or such other reasonable time as the TSNPDCL may deem proper to afford, the TSNPDCL may without prejudice to its other rights and remedies arrange for repairs or rectification of the defective materials or replace the same and recover the expenditure incurred there for from the deposits such as BID SECURITY And PERFORMANCE SECURITY or other monies available with TSNPDCL or by resorting to legal action and also decline to accept further delivery of materials/equipment.

d) The defective portions or whole of the material so replaced or renewed should give satisfactory performance till the expiration of 6 months (six) from the date of such replacement or until the end of guarantee period whichever is later.

e) For the purpose of any legal construction, the material shall be deemed to pass into TSNPDCL's ownership only at the destination stores where they are delivered and accepted.

9) ACKNOWLEDGEMENT: The transport receipt 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 directly in token of acknowledgement of receipt of the goods.

10) GUARANTEE:

- i) The above materials (i.e., are guaranteed by you for satisfactory operation for a **period of 6 Years (total equipment)** from the date of receipt **at site** by the store in-charge of TSNPDCL in good condition.
- ii) During the period of guarantee, if any of the materials is found defective and or failed in test or operation except for minor defects, such materials shall be replaced by you at free of cost to the TSNPDCL irrespective of reimbursement from the insurance company within 15 days of receipt of intimation of defects. If the material is not replaced within 30 days of intimation, during the guarantee for the corrected/replaced material will be extended to a further period of 12 months.
- iii) Having been notified if you did not replace the materials within the stipulated period the cost of the material will be recovered from the existing bills/future bills/bank guarantee available with the TSNPDCL.
- iv) 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.
- v) If the failure after erection and commissioning at site is more than 5% the TSNPDCL reserves the right to cancel the balance quantity of the order or take such suitable action as deemed fit. Minor defects like broken glass during transit etc., may be permitted to attend to in stores or at erection site.

11) DEFECTIVE SUPPLIES:- If, during the guarantee period, any of the goods are found to be defective in materials or workmanship, they shall be replaced by you free of cost.

12) PENALTY FOR LATE DELIVERY:

- i. **GENERAL:-** The delivery of materials/erection & commissioning of materials or equipment as per the agreed schedule of delivery is the essence of the contract and no extension of the time for delivery would be allowed except under recognized force majeure conditions.
- ii. In case of delay in erection & commissioning of the works/delivery of materials/equipment at destination made beyond the agreed delivery schedule, penalty shall be levied for an amount of equivalent to ½ % of the contract price of the material not

