

By Regd. Post with Ack. Due :

In duplicate:

**NORTHERN POWER DISTRIBUTION COMPANY OF T.S. LIMITED**  
**CORPORATE OFFICE :: WARANGAL - 506 001.**

**(REPEAT PURCHASE ORDER)**

Ph. No. 0870-2461507.  
Fax No. 0870-2461519.

Ph. No :0120-4329170/71  
Fax No :

**From**  
The Chief General Manager / P&MM,  
# 2-5-31/2, 1<sup>st</sup> Floor, Vidyuth Bhavan,  
T.S.N.P.D.C.L, Corporate Office,  
Nakkalagutta, Hanamkonda,  
Warangal - 506 001.

**To**  
M/s. Choice Chemtech  
Private Limited,  
Unit-I, B-30, Sector-63,  
Electronic City Noida (U.P.)  
Pin No. 201307.

SAP No.	5	1	0	0	0	0	2	4	9	9
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**P.O.No.CGM/P&MM/NPDCL/Wgl./GM/DE-2/A3/RPM-5728/18, Dt.29-10-2018.**

Dear Sir,

**Sub:-** CGM - P&MM - NPDCL - Warangal - Repeat Purchase Order for supply of **1,00,000 Nos.** LED Pin Type Bulbs (9W) for **DDUGJY - SAUBHAGYA Scheme against Specification No. STN-32/16-17** - Issued - Reg.

- Ref:-**
1. T.O. Tender Spec. No. STN-32/2016-17.
  2. P.O.No.CGM/P&MM/NPDCL/Wgl./GM/DE-2/A3/PM-5227/17, Dt.12-06-2017.
  3. Office Note approved on Dt. 27.10.2018.
  4. Lr. No. CGM/P&MM/NPDCL/Wgl./GM/DE-2/A3/ D. No. 3209/17, Dt.27-10-2018.
  5. Firm's Letter of acceptance Dt. 27.10.18, received Dt. 29.10.18.

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1. **ACCEPTANCE :-** I, acting for and on behalf of and by the order and direction of the Northern Power Distribution Company of T.S. Limited accept the rates for supply of **1,00,000 Nos.** LED Pin Type Bulbs (9W) for **DDUGJY -SAUBHAGYA** Scheme against Specification No. STN-32/16-17 as indicated in the "Schedule of Materials" and as per the above cited correspondence subject to the following terms and conditions.
2. **PRICES :-** The prices noted below are Firm in Rupees, free at destination stores, inclusive of all taxes.

The unloading of the materials at destination stores shall be TSNPDCL's responsibility. Any variation up or down in taxes or other statutory levies, or new levies introduced after placing of the order, under this specification, shall be to the TSNPDCL account, provided that in cases where the delivery schedule is not adhered to by the supplier and that, if there are increases taxes or other statutory levies or new imposts after the agreed delivery dates, the supplier shall bear the impact of theses levies and if there is downward variations / revision the TSNPDCL shall be given credit to that extent.

**3. SCHEDULE OF MATERIALS :-**

Sl. No.	Name of the Material	Qty. in Nos.	Rate / Each (Incl. of all Taxes)	TOTAL (Incl. of all Taxes)
1.	LED Pin Type Bulbs (9W)	1,00,000	69.11	69,11,000.00
<b>(Rupees Sixty Nine Lakhs Eleven Thousand Only)</b>				

**BREAK UP PRICE** : The break up price for LED Pin Type Bulbs (9W) is as follows.-

Particulars		Amount
Ex-works Price	Rs.	60.50
F&I	Rs.	1.21
IGST @12%	Rs.	7.40
<b>Total Price/each</b>	Rs.	<b>69.11</b>

**4. CONTRACT FORM :-**

The contract form in the prescribed proforma is here with enclosed and requested to execute the agreement on stamp paper worth of Rs. 200/- duly signing and submit the same in token of acceptance of P.O condition in Toto after receipt of P.O with in one week.

**5. DELIVERY :-** The supplies shall be made as follows :

Date	Quantity in Nos. (DDUGJY-SAUBHAGYA)
27.11.2018	20,000
31.12.2018	40,000
20.01.2019	40,000
<b>TOTAL</b>	<b>1,00,000</b>

- i. However you may advance the supplies to meet the urgent requirements of TSNPDCL's works.
- ii. Delay in delivery of materials free at destination stores due to non availability of transport facility and such any reasons will not be considered. It is the responsibility of the supplier to make alternate arrangements for transporting the materials, so as to see the Material reaches the destination within the stipulated period.
- iii. The Company 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.

6. **PERFORMANCE SECURITY** :- Performance Security to the extent of 10% of the Contract Value shall be furnished for the proper fulfillment of the Contract within 15 days of receipt of Purchase Order, which will include the Warranty Period and completion of Performance and Warranty obligations. The Performance Security will cover a period of six months over and above the period of Performance Guarantee against defective supplies etc.

The Performance Security will be,

- i. A Bank Guarantee in the prescribed proforma issued by a Nationalized Bank acceptable to the Purchaser.

**(OR)**

- ii. A Banker's Cheque or Crossed Demand Draft or Pay Order payable at the Head Quarter of the Purchaser.

7. **PAYMENT** :- 100% Payment would be made through CHEQUE on or after 30 days from the date delivery of materials at the destination stores in good condition duly certified by the consignee (i.e., from the date of issue of Form-13) or after approval of Test Certificate whichever is later, subject to furnishing of Performance Bank Guarantee to the extent of 10% of the contract price in a prescribed proforma covering a period of 6 months over and above the period of performance guarantee as per clause – 6 above.

**NOTE:-**

- i. The date of delivery would be the date on which the stores officer signs the Form-13 acknowledging receipt of materials at stores and certified the receipt of goods in good condition.
- ii. The NPDCL may at its option to the material inspected by third party if it feels necessary and all inspection charges in this connection shall be borne by you.
- iii. The following documents of title to goods shall be sent by the supplier to the Paying Officer concerned who will accept to release the same.
- a. Detailed packing list.
  - b. Detailed Invoice.
  - c. Test Certificate approval letter.
  - d. Form-13.
- iv. You shall furnish the routine Test Certificates for the equipment being offered for inspection along with your offer.
- v. One additional copy of the each delivery challan, packing list and Test Certificates shall be sent to CGM/ P&MM/ NPDCL, Warangal, immediately after delivery at destination stores. One copy of the From-13 shall be sent to the CGM / P&MM/NPDCL along with other documents.

- vi. The performance guarantee to be executed in accordance with this Purchase Order shall be furnished on stamp paper of value of Rs.200/-. The bank guarantee shall be extended suitably in case the equipment/ materials found defective within guarantee period. The defective portion/ whole of the equipment materials so replaced or renewed should get satisfactory performance till the expiry of 6 months from the date of such replacement/ renewal or until the end of guarantee period whichever may be later.
  - vii. 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 this tender specification, the TSNPDCL reserves the right to collect same from any other mounts and or bank guarantees given by you due to or with the TSNPDCL.
  - viii. When you do not at any time, fulfill your obligation in replacing/ rectifying etc., of the damaged/ defective materials in part or whole promptly to the satisfaction of the NPDCL officers, the NPDCL reserves the right not to accept the materials against subsequent dispatches made by the supplier and only the supplier will be responsible for any demurrages, wharfages or damage occurring to the consignment despatched.
8. **DESPATCH :-** Please arrange to supply the materials specified herein and dispatch them by goods train/ lorry freight prepaid to the persons and destination Stores which will be issued/intimated to you separately.
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 direct in token of acknowledgement of receipt of the goods. A copy of the invoice shall be sent to this office as soon as dispatch is made.
10. **GUARANTEE :-**
- i. The materials have been guaranteed by you for satisfactory operation for a period of three years (36) months from the date of receipt at stores by consignees in good condition i.e., from the date of issue of Form-13.
  - ii. Please note that you shall rectify or replace the defective materials within 15 days of receipt of intimation of defects or such other reasonable time as the NPDCL may deem proper to afford failing which payment to the extent damaged materials will be deducted from the subsequent bills/Bank Guarantee.
  - iii. Soon on receipt of approval of Test Certificates, the concerned Asst. Divisional Engineer/ District Stores, shall take the material into stock that are in good condition and issue Form – 13.

- iv. Form – 13 shall be sent by registered post to the Company or shall be issued to their authorized representative within seven days from the date of receipt of Test Certificates.

**11. DEFECTIVE SUPPLIES :-** If, during the guarantee period, any of the materials/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 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 fore majeure conditions.
- ii. In case of delay in delivery of materials at destination for whatever be the reason, the NPDCL may at its option demand and recover from you an amount equivalent to half percent (1/2%) of the value of the materials not delivered within the prescribed time limit for every week of delay or part thereof, subject to a max. of 5% of total value of the contract. This right of the NPDCL, shall be without prejudice to its right under the law including the right to cancel the contract, forfeit the deposit and or recover damages for breach of contract.

The date of receipt of materials at the destination stores in good condition will be taken as the date of delivery.

- iii. Materials which are not of acceptable quality or not conforming to specification would be deemed to be not delivered.
- iv. In case of supplier who has not adhered to the delivery schedule TSNPDCL reserves the right to Purchase the balance quantity from the open market and recover the extra expenditure thus incurred from the supplier. This is in addition to the rights of the TSNPDCL mentioned in the first para of this clause.

**13. Your Firm will be Debarred :-**

- i. If its delivery and quality performances are not up to the mark.
- ii. If the equipment/material is found not in conformity with the guaranteed technical particulars during the service.
- iii. Fails to furnish the income tax clearance certificate as required under the rules.

**14. TERMINATION OF CONTRACT :-**

The Purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate the contract in whole or in part:

- i. If the supplier fails to deliver any or all of the materials/ equipment within the period(s) specified in the contract, or within any extension there of granted by the purchaser.

- ii. If the supplier fails to perform any other obligations(s) under the contract.
- iii. If the supplier, in the judgment of the purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

“Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the purchaser, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the purchaser of the benefits of free and open competition:”.

- 15. **FORCE MAJEURE** : You shall not be liable for any liquidated damages for delay or for failure to perform the contract for reasons of Force Majeure such as acts of God, acts of Public enemy, acts of Govt., fires, floods, epidemics, Quarantine restrictions, strikes, lockouts, riots freight embargoes and provided that you shall within ten (10) days from the beginning of such delay notify the NPDCL in writing of the cause of delay, the NPDCL shall verify the facts and grant such extension as facts justify. No price variation shall be allowed during the period of Force Majeure.
- 16. **EXTENSION OF TIME** : If the completion of supplies is delayed due to reason beyond the control of the supplier, the supplier shall without delay give notice to the Purchaser in writing of his claim for an extension of time. The Purchaser on receipt of such notice may agree to extend the contracted delivery to such date as may be reasonable but without prejudice to other terms and conditions of contract.
- 17. **MANUALS** :  
A detailed Operational and Maintenance manual with each unit shall be supplied @ 2 copies by you for our consignees.
- 18. **QUALITY ASSURANCE PLAN** : The following information is to be furnished to this office within 15 days from the date of receipt of this order.
  - i. List of raw materials as well as bought out accessories and the names of Sub -Suppliers.
  - ii. Type test certificates of raw materials and bought out accessories.
  - iii. Quality assurance plant (QAP) withheld points for Purchaser's inspection.
  - iv. The Quality Assurance Program shall give a description of the quality system and quality plans as per Clause 8.4 (A) and (B) of the Specification.

**19. INSPECTION :-**

- i. The accredited representative of NPDCL shall have access to your or manufacturer works, at any time during working hours for the purpose of inspecting the manufacture of the materials and for the testing and may select test samples from the material going into plant and equipment.
- ii. You shall provide facilities for testing such samples at any time. As soon as the materials are ready you shall duly advise the NPDCL well in advance, enabling us to arrange for deputation of our representative and carryout the tests for any characteristics as specified in the Annexure – 1, before the representative of the NPDCL. The dispatches should be effected only if the test results comply with the specification (As per Annexure – 1) stipulated in the order. The dispatches shall be made only after the inspection by the NPDCL's Officers is completed to the NPDCL's satisfaction or such inspection is waived by this office.
- iii. The NPDCL may at its option get the materials inspected by the third party if it feels necessary and all inspection charges in this connection shall be borne by the supplier.
- iv. The NPDCL reserves the right to insist for witnessing the acceptance/ routine testing of the bought out items.

**20. TEST CERTIFICATES :-** The latest certificates containing the results of the Type tests & Routine tests as per IS 6792:1992 (latest version) must be submitted to the Chief General Manager/P&MM/NPDCL/ Warangal – 506004 and got approved by him before dispatch of materials. The payment will not be made unless these are approved.

**21. DISPATCH INSTRUCTIONS :** All the materials detailed in Clause-3 must be consigned and dispatched as per dispatch instructions to be issued after inspection and the bills sent to as follows :

Sl. No.	To be sent to the TSNPDCL's Stores at	Materials to be consigned and despatched to ADE/Dist. Stores/ NPDCL	Paying Officer to whom bills & RR to be sent to Accounts Officer/ Expr.,O/o.SE/OP.
1	Warangal	Warangal	Warangal
2	Karimnagar	Karimnagar	Karimnagar
3	Khammam	Khammam	Khammam
4	Nizamabad	Nizamabad	Nizamabad
5	Nirmal	Nirmal	Adilabad

**22. PACKING :-**

- i. The packing may be in accordance with the manufacturer's standard practice unless otherwise specified. You should however ensure that the packing is such that the equipment reach the departmental stores without damages after transport by Road. The packing should withstand unloading and inter stores transfer with reasonable care.

- ii. Whenever you dispatch materials to consignee. You should 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 you one copy of the packing slip with his remarks. The proforma of the packing slip shall be as follows:

**PACKING SLIP**

1. Purchase Order No.                      and Date.
2. Qty. allotted to the stores and rate applicable.
3. Qty. so far supplied to the stores and rate applied.
4. Qty. now supplied and rate applied.
5. Total qty. supplied under the Purchase Order with rates applied.
6. Programmed for supplying the balance quantity to Stocks.

- iii. You shall invariably send to the Purchasing Officer a copy of the delivery challan whenever materials are dispatched.

**23. Note :-** It may be noted that :

- i. Prices cited are FIRM, Free at Destination Stores and as noted in Clause – 2.
- ii. The ownership of the materials would rest with you till they all received at destination in good condition.
- iii. Freight charges shall be prepaid.
- iv. The materials may be duly insured at your cost as per specification No. **STN-32/2016-17.**

Equipment should be provided with name on bulb giving full details of manufacture, capacities and other details as specified in the relevant ISS or other specification stipulated. The purchase order No. and date and year of supply and the words **“DDUGJY -SAUBHAGYA/TSNPDCCL”** must be embossed on the bulb,

**24. GENERAL :-**

- i. Your bills in duplicate along with a duplicate copy of invoice and sub standing vouchers for all extra claims to be made separately should be forwarded to the paying officers mentioned in the despatch instructions.
- ii. All general and technical correspondence should be addressed to the Chief General Manager/P&MM/NPDCL/Warangal.
- iii. All correspondence regarding bills, payments etc., should be addressed to the Paying Officers, cited in despatch instructions with a copy to the pay Officer, TSNPDCL, Warangal.



- iv. All and any disputes or differences arising out of or touching this order shall be decided by courts or tribunals situated in Warangal/Hanamkonda cities. No suit or other legal proceedings shall be instituted elsewhere.
- v. Unless otherwise, specified, you shall abide by all the terms and conditions specified in the Specification.
- vi. Please return within a period of 15 days one copy of the Purchase Order duly signed in token of acceptance of all the terms and conditions of this order. If you fail to acknowledge the receipt of this Purchase Order within 15 days, you will be deemed to have accepted this contract on the terms and conditions setout herein.

**Encl :** Annexure.

**Yours faithfully,**  
**Sd/-**  
**(B. ASHOK KUMAR)**  
**CHIEF GENERAL MANAGER,**  
**P&MM/NPDCL/WARANGAL.**

**We accept all the terms & conditions of Purchase Order and Specification.**

**Signature of the Contractor.**

**Copy Communicated to :-**

The Chief General Manager/Finance./NPDCL/Warangal.  
The Chief General Manager/Projects/NPDCL/Warangal.  
The Chief General Manager/MRT/NPDCL/Warangal.  
The Chief General Manager/P&MM/SPDCL/4<sup>TH</sup> Floor, Corporate Office  
Mint Compound, Hyderabad – 500 004.

**Copy to:-**

All The Superintending Engineer/Operation/TSNPDCL/Warangal  
All The Divisional Engineer/MRT's/ TSNPDCL/ Warangal  
All The Accounts Officer/Expr. O/o. SE/Opn./ Warangal.  
All The Asst. Divisional Engineer/Stores/ Warangal.  
The General Manager/IT/TSNPDCL/Warangal :

***(Place the Scanned Purchase Order copy in the TSNPDCL Website).***

**// FORWARDED BY ORDER//**

**Divisional Engineer/P&MM-2**  
**TSNPDCL/Warangal.**

**ANNEXURE****GUARANTEED TECHNICAL PARTICULARS FOR LED BULBS**

Sl. No.	Description	Particulars
1	Light Source	SMD LED Chip as per IS LM80/ 16106
2	LED Make	On the product of packaging 1. This lamp is specially made for distribution under DDUGJY scheme 2. Year of Mfr/Batch No./Serial no. 3. Name/Address of Manufacturer 4. "Not for SALE or retail market" Tender Committee Reserves the right to reject any Chip proposed by Bidders.
3	LED Chip Efficacy	Minimum 130Lm/W.
4	Lamp Efficacy	100 Lm / W
5	Lumen maintenance @ 85°C for LED chip	As per IS LM80 report of chip
6	Max. Junction temperature	As per manufacturer's test report at maximum ambient temperature but should not exceed maximum rated Junction temperature of chip used
7	Lamp Life Hrs	Minimum 25,000 as per IS 16102-2 and 16106
8	Lamp Wattage	9W as per IS 16102-1 and 16102-2
9	CCT	Cool white (5700K, 6500K ) as per IS 16102-2 CCT range as per standard or ANSI
10	LED Chip Wattage	< 1w ±10 %
11	Base Cap	B22d (Bayonet Cap) as per IS 16102-1
12	Ingress Protection	IP20
13	Rated Luminous flux	900 Lumens as per IS 16102-2 and 16106
14	CRI (Typical)	Minimum 80 as per IS 16102-2 and 16106
15	Beam angle	> 120° as per IS 16102-2
16	Total Harmonics Distortion	Maximum 15% as per IS 16102-2
17	Driver Efficiency	>85% as per IS 15885
18	EMC	Table 6 and 7 as per IS 16102-2 and 6873 part 5
19	Lumen Maintenance @ 25°C ambient (±2°C)	Minimum 80% after 6000 hrs. (Indoor application). Intermittent test results at every 1000hrs to be reported as per IS 16102-2 and 16105.
20	PF	Minimum 0.9 as per IS 16102-2
21	Operating Voltage Range	100 V – 300 V as per IS 16102-2
22	Voltage Range for Lamp "ON" and Safety	100 V – 300 V
23	Rated Voltage for Performance and Life Time	220 V – 240 V as per IS 16103-2
24	Surge Voltage	Withstand 2.5 kV
25	Working Temp	-10 to 45 deg C
26	Temperature for Performance Measurement	25°C (±2°C)
27	Temperature for Safe Operations	-10 to 45 deg C
28	Working Humidity	10% - 90% RH
29	Marking	Table 1 as per IS 16102-2
30	Safety Requirement	All Test as per IS 16102-1
31	Temperature Cycling test and supply voltage switching test	(1) Product shall be subjected to - 10 °C for 1 hrs, then switch to 50 °C for 1 hrs. Total 5 cycles (2)30 Sec On and 30 sec Off. For 12500 cycles At the end of test as per (1) and (2) , no visual damage shall be observed and lamp shall alight for more than 15 min after test as per IS 16102 (Part 2)

Testing: LED lamps are tested for acceptance test as per clause 19.2, Page No.8 of IS 16102 (Part-II). The sampling of testing shall be as per clause 15, 16 & 17 of IS 16102 (Part-I).

**Note-** The rating of LED lamp shall be upto 9W and the lamp shall be capable to produce 900 Lumen conforming to IS 16102 and 16106 (Part-II) with **Guarantee 3 years.**

Sd/-

**(B. ASHOK KUMAR)**  
**CHIEF GENERAL MANAGER,**  
**P&MM/NPDCL/WARANGAL.**

**CONTRACT FORM**

THIS AGREEMENT made the. .... day of. .... 200 Between. ....(Name of Purchaser) of the one part and. ....(Name of Supplier) of the other part:

WHEREAS the Purchaser invited bids for certain Materials / equipment and ancillary services viz., ..... (Brief description of Materials / equipment and Services) and has accepted a bid by the Supplier for the supply of those Materials / equipment and services in the sum of .....(Contract Price in Words and Figures) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions will have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents will be deemed to form and be read and construed as part of this Agreement, viz.:

- (a) the Bid Form and the Price Schedule submitted by the Bidder;
- (b) the Schedule of Requirements;
- (c) the Technical Specifications;
- (d) the General Conditions of Contract;
- (e) the Purchaser's Notification of Award.

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Materials / equipment and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Materials / equipment and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the Materials / equipment and services which will be supplied/ provided by the Supplier are as under:

	Brief Description of Materials/Equipment & services	Quantity to be supplied	Unit Price Rs.	Total Price Rs.	Delivery Terms

TOTAL VALUE: (Rupees \_\_\_\_\_ only)

DELIVERY SCHEDULE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed on the day and year first above written.

Signed, Sealed and Delivered by the  
said. ....(for the Purchaser)  
in the presence of. ....

Signed, Sealed and Delivered by the  
said. ....(for the Supplier)  
in the presence of. ....

NOTE: To be executed on a Rs.200/- Non-judicial stamp paper.

Sd/-  
(B. ASHOK KUMAR)  
CHIEF GENERAL MANAGER,  
P&MM/NPDCL/WARANGAL.