

By Regd. Post with Ack. Due :

In duplicate:

NORTHERN POWER DISTRIBUTION COMPANY OF A.P.LIMITED
CORPORATE OFFICE :: WARANGAL – 506 001.

(PURCHASE ORDER)

Phones: 0870-2461507.
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From
The Chief General Manager / P&MM,
2-5-31/2, 1st Floor, Vidyuth Bhavan,
A.P.N.P.D.C.L, Corporate Office,
Nakkalagutta, Hanamkonda,
Warangal – 506 001.

To
M/s. Perfect Sales Corporation,
B-255, Okhla Industrial Area,
Phase – I, New Delhi – 110020.

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P.O.No.CGM/P&MM/NPDCL/Wgl./GM/DE-2/P3/PM- 4117/14, Dt.01-01-2014.

Dear Sir,

Sub:- NPDCL/Wgl. – Order for – Supply of Outdoor Oil Immersed 11 KV Current Transformers of two cores (Protection & Metering Cores) 400-200-100/1-1A and 400-200-100/5-5A against Specification No. OT-10/13-14 – Issued – Reg.

Ref:- 1. T.O. Tender Spec. No. OT – 10/2013-14.
2. Lr.No.CGM/P&MM/NPDCL/WGL/GM/P2/A3/OT-10/13-14/ D.No.3481/13, Dt. 13-12-2013.
3. Your acceptance letter Dt. 17-12-2013, received on 28.12.13.

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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 A.P Limited accept the rates for supply of 11 KV Out Door Oil cooled single phase vacuum impregnated Live Tank Current Transformers with CT ratio 400-200-100/1-1A and 400-200-100/5-5A (Protection & Metering Cores) of accuracy 5P for protection and 0.5 for metering cores with burden of 15 VA 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 CST @ 1% against Form C. and F&I.

The unloading of the materials at destination stores shall be APNPDCL’s responsibility and any expenditure incurred for unloading is to APNPDCL’s account only.

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Any variation up or down in Excise duty or sales tax or other statutory levies, or new levies introduced after placing of the order, under this specification, shall be to the APNPDCL account, provided that in cases where the delivery schedule is not adhered to by the supplier and that, if there are increases in excise duty or sales tax or other statutory levies or new imposts after the agreed delivery dates, the supplier shall bear the impact of these levies and if there is downward variations / revision the APNPDCL 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)
1.	Out Door Oil cooled single phase vacuum impregnated Live Tank Current Transformers conforming to IS : 2705 (Latest Version) Part – I, II & III. All windings of CTs shall be of insulated High Grade Electrolytic Copper wire and manufacturing of units shall be done in completely closed and air conditioned room. Fibre glass insulation sleeves are to be provided for primary windings. The CTs shall be completed in all respects with first filling of oil compiling to IS : 335 and with Oil level, with the suitable earthing terminal connectors. The LV. Terminals shall be brought out through 3 KV Bushings of reputed make with a weather proof secondary Terminal box for conduit entry. The ends of primary winding shall be brought out through fully insulated outdoor bushings of reputed make. Terminal connectors suitable for Panther Conductor shall be supplied.		
	a) 11 KV CTs (Protection & Metering Cores) 400-200-100/1-1A.	150 Nos.	14000/-
	b) 11 KV CTs (Protection & Metering Cores) 400-200-100/5-5A.	100 Nos.	14000/-
	Total	250	35,00,000/-
(Rupees Thirty Five Lakhs Only)			

BREAK UP PRICE : The break up price for Outdoor oil cooled 11 KV Current Transformers as follows.

Particulars		Amount
Ex-works Price	Rs.	13,145.69
CST @1%	Rs.	131.45
Insurance @0.25%	Rs.	32.86
Freight	Rs.	690.00
Total Price/each	Rs.	14,000.00

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. 100/- 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 :

By the end of	Quantity in Nos. 400-200-100/1-1A.	Quantity in Nos. 400-200-100/5-5A.
15.02.2014	50	50
15.03.2014	100	50
Total	150	100

- i. However you may advance the supplies to meet the urgent requirements of APNPDCL'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.
- iv. The Company shall have the right to vary the ordered quantity by + or - 50% at any time during the execution of the order.
- v. The drawings shall be submitted within 15 days of receipt of Purchase Order with all the relevant particulars for according approval before commencement of supplies.

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.

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- 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 APNPDCL 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.100/-. 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 APNPDCL due to any other reason when it is not possible to recover such amounts under the contract resulting out of this tender specification, the APNPDCL reserves the right to collect same from any other mounts and or bank guarantees given by you due to or with the APNPDCL.

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 APNPDCL officers, the APNPDCL reserves the right not to accept the materials against subsequent despatches 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. STANDARDS : The equipment shall conform in all respects to the latest version of relevant IS indicated below as applicable.

- | | | |
|-------|-------------------------|---------------------------|
| i). | Current Transformers. | : IS 2705 (Part-I to IV). |
| ii). | H.V.Procelain Bushings. | : IS 2099. |
| iii). | Oil. | : IS 335. |
| iv). | Galvanisation. | : IS 2633. |
| v). | Primary Terminals. | : IS 10601. |

11. CONSTRUCTION :

5.1 The core shall be high grade non-ageing electrical silicon laminate steel of low hysteresis loss and high permeability to ensure high accuracy, at both normal and over current/ voltage.

The secondary terminals shall be brought into a compartment on one side of Current Transformers for easy access. The secondary terminals shall be provided with short circuiting arrangements in case of CTs. The Secondary taps shall be adequately reinforced to withstand normal handling, without damage.

The Current Transformers shall be suitable for mounting on steel structures or concrete pedestals. The necessary flanges, bolts etc., for the base of the CT shall be supplied and these shall be galvanized. The tank and other metal parts shall be galvanized.

All winding shall be insulated high grade Electrolytic copper wire and the manufacturing of the units shall be done in completely closed and air-conditioned room otherwise Fibre glass insulation sleeves are to be provided for primary winding. Details of winding and core shall be furnished.

The CTs shall be completed in all respects with first of oil conforming to IS 335 and with oil level indicator with minimum/ maximum oil levels. The top cover and terminal box cover should be such that rain water does not enter even through the gaskets.

5.2 PRIMARY & SECONDARY TERMINALS : Primary terminals of CTs to which the line connection are to be made shall have dimensions as per IS : 10601 : 1983.

The Secondary terminals shall be brought out in to suitable compartment, which shall have a removable cover. The terminal box with the cover closed and tightened and the cable/ conduit in position when supplied shall have a degree of protection conforming to IP – 54 of IS : 2147.

5.3 TERMINAL AND EARTH CONNECTORS : Terminal connectors suitable for panther ACSR Conductor shall be supplied. Suitable earth connectors for earthing connections shall also be supplied.

5.4 EARTHING : The assembly comprising of the chasis, frame work and the fixed parts of the metal casing of the CT, shall be provided with two separate earthing terminals. The earthing terminals shall be adequate size protected against corrosion and metallicly clean and identified by means of the sign marked in a legible and indelible manner on or adjacent to the terminals.

5.5 SEALING ARRANGEMENT : Provision for sealing secondary terminal compartment, primary ratio change strips (if any) and tank effectively such that no fraud etc., such as tampering of the ratio or circuit (current/ voltage) is possible. The holes provided for the above sealing provision shall be of adequate size and pass the sealing wire of about 14 SWG.

12. LOSS OR DAMAGES :

- i. You are responsible for the safe delivery of the goods in good condition at destination stores. You should acquaint yourself 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.
- ii. 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 superficial visual examination though due to bad handling in transit or defective packing would be intimated within 2 months from the date of receipt of these articles. In either case, the damaged or defective materials should be replaced by you free of cost to the APNPDCL.

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- iii. If no steps are taken within 15 days of receipt of intimation of defects or such other reasonable time as the APNPDCL may deem proper to afford, the APNPDCL may 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 Earnest Money, Security Deposit and Performance or other monies available with the APNPDCL or by resorting to legal action and also decline to accept further delivery of materials.
- iv. Where the plant/machinery or other materials supplied by you is found defective in whole or in part WITHIN THE GUARANTEE PERIOD, you will be intimated of the same. You should take immediate steps to rectify the defect or to replace the defective materials free of cost.
- v. The defective portions or whole of the equipment 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.
- vi. For the purpose of any legal construction, the materials shall be deemed to pass into APNPDCL's ownership only, at the destination Stores where they are delivered and accepted.
- vii. The APNPDCL reserves the right, apart from the above said provisions, not to accept further despatches of materials and the connected bills etc. under conditions of your continued negligence to rectify repair or replace any equipment or materials supplied earlier and received in damaged condition or failed during the guarantee period or not conforming to the Purchase Order/ specification conditions.

13. GUARANTEE :-

- i. The materials have been guaranteed by you for satisfactory operation for a period of (18) 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 APNPDCL 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 authorised representative within seven days from the date of receipt of Test Certificates.

14. 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.

15. 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 force majeure conditions.
- ii. In case of delay in delivery of materials at destination for whatever be the reason, the APNPDCL 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 APNPDCL, 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 APNPDCL 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 APNPDCL mentioned in the first para of this clause.

16. REMOVAL FROM VENDOR LIST :- A registered vendor will be removed from the list.

- 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.

17. 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 thereof 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.”.

18. 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 APNPDCL in writing of the cause of delay, the APNPDCL shall verify the facts and grant such extension as facts justify. No price variation shall be allowed during the period of Force Majeure.

19. 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.

20. DRAWINGS AND MANUALS : The following drawings in (3) sets shall be got approved by this office before taking up the manufacture of the material.

- i. General Outline drawing showing Plan, Elevation and Sectional end view dimensions for all the parts to the extent possible.
- ii. Assembly and Constructional drawings of the Equipment.
- iii. Name Plate and Schematic Drawings.
- iv. Overall Dimensions of the PTs and foundation details.

A detailed Operational and Maintenance manual with each unit shall be supplied @ 2 copies by you for our consignees.

21. QUALITY ASSURANCE PLAN : The following information is to be furnished to this office within 15 days from the date of receipt of this order.

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- 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.

22. 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 APNPDCL 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 APNPDCL. 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 APNPDCL's Officers is completed to the APNPDCL'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.

23. TEST CERTIFICATES :- The latest certificates containing the results of the Type tests & Routine tests as per IS 2705 (Part-I to IV). (latest version) for Current transformers must be submitted to the Chief General Manager/P&MM/APNPDCL/ Warangal – 506004 and got approved by him before dispatch of materials. The payment will not be made unless these are approved (vide clause-6)

24. GUARANTEED TECHNICAL PARTICULARS :-The technical particulars as per Annexure-I have been guaranteed by you for the supplies against this order. They shall also confirm to IS 2705 (Part-I to IV). (latest version).

25. 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 APNPDCL'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

26. 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.

27. 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. OT-10/13-14.
- v. **Interchangeability:** All similar materials and removable parts of similar equipment shall be interchangeable with each other.
- vi. **Mandatory Spares & Tools:** The supplier shall provide all necessary mandatory spares like Fuses, Spanners etc. free of cost with each equipment.
- vii. **Name Plate:** The 11 KV CTs shall be marked with full details of Manufacturers, Trade mark, Sl. No. , Capacity, Year of manufacture, Date and year of supply, Guarantee period and other details as specified in the relevant ISS and Specification cited. The Purchase Order No. and the Words "APNPDCL" must be etched on the Name Plate.

28. 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, APNPDCL, 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. This is in regularization of preliminary acceptance Letter of Intent Lr. No.CGM/P&MM/NPDCL/WGL/GM/P2/A3/OT-10/13-14/D. No. 3481, Dt. 13.12.2013.

- vii. 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 set out herein.

Encl: GTP & Drawings

Yours faithfully,

**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/ Expr./APNPDCL/Warangal.

Copy to :-

The Superintending Engineer/Opn./WGL, KNR, KMM, NZB, ADB.

The Divisional Engineer/M&P/WGL, KNR, KMM, NZB.

The Divisional Engineer/MRT/Mancherial & Nirmal.

The Accounts Officer/Expr., O/o. SE/OP./WGL, KNR, KMM, NZB, ADB

The Asst. Divisional Engineer/Dist. Stores/WGL, KNR, KMM, NZB, Nirmal.