

By Regd. Post with Ack. Due
NORTHERN POWER DISTRIBUTION COMPANY OF TELANGANA LIMITED
CORPORATE OFFICE, WARANGAL-506 001.
(PURCHASE ORDER)

Ph. No. 0870-2461507.
 Fax No. 0870-2461507 /519.
 From
 The Chief General Manager/P&MM,
 TSNPDCL, 1st Floor,
 Corporate Office, Vidyuth Bhavan,
 Nakkalagutta,Hanamkonda,
 Warangal – 506 001
 TIN No. 28230176565

Ph. No: 040-23712945/23812908
 Fax No: 040-23702046
 To
 M/s. Sealwel Corporation Pvt., Ltd.,
 345/SRT,
 Sanjeeva Reddy Nagar Colony,
 Hyderabad–500 038.
 TIN No. 36454930851
 PAN No.AAOCS4141F

SAP CONTRACT No:	5	1	0	0	0	0	0				
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P.O.No.CGM/P&MM/NPDCL/WGL/GM/P1/A2/OT-34/13-14/PM-4170,Dt.20-06-2014.

Sir,

Sub:- NPDCL – P&MM – Supply of Rubber Gum Boots against tender specification No.OT-34/13-14 – Orders – Issued – Reg.

Ref:- 1. Tender Specification No. CGM/P&MM/NPDCL/OT-34/13-14.
 2. Your quotation opened on 15-03-2014.
 3. Lr.No.CGM/P&MM/NPDCL/Wgl/GM/P1/A2/OT-34/13-14/
 D.No.442, Dt.17-05-2014.
 4. Your letter, Dt.13-06-2014 (LOI Acceptance)

- 1. ACCEPTANCE :** I, acting for and on behalf of and by the order and direction of the Northern Power Distribution Company of Andhra Pradesh Limited (herein after called TSNPDCL) accept the rates for supply of **1000 Nos.** of Rubber Gum Boots as per the **L.O.I** Dt.17-05-2014 and above cited correspondence subject to the following terms and conditions.
- 2. PRICES:** The prices noted below are Firm Free at Destination Stores, Inclusive of Ex-Works, Freight & Insurance, P&F and VAT @ 5%, (Total Price **Rs.122.85** each including all) for Rubber Gum Boots.

Any variation up or down in Excise Duty or Sales Tax or other statutory levies, or new levies introduced after placing of the orders under this specification, shall be to the TSNPDCL's account. Provided that in case 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 of those levies during extended delivery period shall be to the account of supplier and if there is downward variation/revision the TSNPDCL shall be given credit to that extent.

3. SCHEDULE OF MATERIALS:

Sl. No	Description of Materials	Quantity in No's	Rate/Each	Amount Rs. Ps.
1	Rubber Gum Boots Size-8-500Pairs 9-500Pairs	1000 Pairs	Rs.122.85 EX-Works : Rs.117.00 Excise Duty : NIL. F&I : Incl. VAT @5% : <u>Rs.5.85</u> Total Price/E : <u>Rs.122.85</u>	1,22,850.00
Total Rs:				1,22,850.00
(Rupees : One lakh twenty two thousand eight hundred and fifty Only)				

Unloading Charges: Unloading Charges at Destination stores is to the account of TSNPDCL.

4. DELIVERY:

A) The delivery schedule of material is as under.

Month	Rubber Gum Boots size 8	Rubber Gum Boots size 9
30.07.2014	250	250
30.08.2014	250	250
Total	500 Nos.	500 Nos.

However you are requested to advance the supplies to meet the immediate requirement of TSNPDCL.

- B) Delay in delivery of material free at destination stores due to non-availability of transport facility and any such reasons will not be considered. It is the responsibility of the supplier to make alternate arrangements for transporting the materials so that the materials reach the destination within the stipulated period.
- C) 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.
- D) The TSNPDCL shall have the right to vary the ordered quantity by +/- 50% at any time during the execution of the order

5. **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 **(Valid up to 30-08-2016).**

The Performance Security will be

- 1) A Bank Guarantee in the prescribed proforma issued by any Nationalized Bank acceptable to the Purchaser.

(OR)

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

6. **PAYMENT:** 100% Payment would be made by Cheque on or after 30 days from the date of delivery of materials at the destination stores in good condition duly certified by the consignee (Form-13) subject to furnishing of Performance Security to the extent of 10% of the Contract Value as per Clause (5) above.

No payment towards interest is payable in case the payment is delayed whatever reason.

NOTE: 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.

The following documents of title to goods shall be sent by the supplier or his Bankers to the Paying Officer concerned.

1. Detailed Packing List.
2. Detailed Invoice Marked 'Original for Buyer'.
3. Test Certificates Approval.

The test certificates shall be got approved by this office before sending the bills for payment, failing which the payment will be stopped.

One additional copy of each of delivery challan, invoice, packing list and test certificates shall be sent to the consignee and the Chief General Manager/ P&MM/ TSNPDCL/ Warangal, immediately after delivery at destination stores.

The performance security 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 12 months from the date of such replacement/ renewal or until the end of guarantee period whichever may be later.

If you have received any over payment by mistake or if any amounts are due to the TSNPDCL due to any other reasons, when it is not possible to recover such amounts under the contract the TSNPDCL reserve the right to collect the same from any other amounts and/or Bank guarantee given by you due to or with the TSNPDCL.

When you do not at any time, fulfill your obligation in replacing/ rectifying etc., of the damaged/ defective materials/ equipment in part or whole promptly to the satisfaction of the TSNPDCL officers, the TSNPDCL reserves the right not to accept the materials/ equipment against subsequent dispatches made by the supplier and only the supplier will be responsible for any demurrages, wharfages or damage occurring to the consignment so dispatched.

The TSNPDCL reserves the right apart from the above said provisions, not to accept further dispatches of materials and the connected bills etc., under conditions of your continued negligence to replace any materials supplied earlier and received in damaged condition or failed within the guarantee period, or not confirming to the purchase order/ specification.

7. **DISPATCH:** Please arrange to supply the material specified in the schedule of materials and dispatch them by goods Train or Lorry freight prepaid to the consignee and destination stores to be intimated to you separately. Unloading at stores premises shall be TSNPDCL's responsibility and any expenditure incurred for unloading is to TSNPDCL's account only
8. **ACKNOWLEDGEMENT:** The Lorry receipt should be sent to the consignee noted against each item and should be accompanied by two copies of the invoice, one of which will be returned to you directly in token of acknowledgement of receipt of goods.
9. **LOSS OR DAMAGE:** 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 if 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 one month from the date of receipt of these material. In either

case the damaged or defective materials should be replaced by you free of cost to the TSNPDCL.

Where in the material supplied by you are found defective in whole or in part within the guaranteed period, you will be intimated of the same. You should take immediate steps to rectify the defects (or) to replace the defective material free of cost. If no steps are taken to replace the defective material 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 replace the same and recover the expenditure incurred therefore from the deposits such as Performance security or other monies available with the TSNPDCL or by resorting to legal action and also decline to accept further deliveries of material.

The defective material so replaced should give satisfactory performance till the expiry of six months from the date of such replacement or until the end of guarantee period whichever is later.

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

The TSNPDCL reserves the right, apart from the above said provisions, not to accept further dispatches of materials and the connected bills etc., under conditions of the suppliers continued negligence to replace the materials supplied earlier and received in damaged condition or failed during the guarantee period, or not conforming to the Purchase Order & specification.

10. GUARANTEE:

- 1) The material shall be guaranteed by you for satisfactory operation for minimum period of eighteen months (18 months) from the date of receipt at stores in good condition.
- 2) Please note that you shall replace the defective material within 15 days of receipt of intimation of defects or such other reasonable time as the TSNPDCL may deem proper to afford failing which the payment to the extent of cost of defective material will be withheld from subsequent Bills/ Bank Guarantees.

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:** The delivery of materials as per the agreed schedule of delivery is the essence of the contract.

In case of delay in delivery of materials/ equipment at destination for whatever be the reason, the TSNPDCL may at its option demand and recover from you an amount equivalent to half percent (½%) 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 the total value of the contract. This right of the TSNPDCL, 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 / equipment at the destination stores in good condition will be taken as the date of delivery.

Materials which are not of acceptable quality or not conforming to specification would be deemed to be not delivered.

In case you do not adhere to the delivery schedule, the TSNPDCL reserves the right to purchase the balance quantity from the open market and recover the extra expenditure thus incurred from you. This is in addition to the rights of the TSNPDCL mentioned in the first part of this clause and upper law.

- 13. 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.

- 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 Government, fires, floods, epidemics, quarantine restrictions, strikes, lockouts, riots, freight embargoes provided that the supplier shall within (10) ten days from the beginning of such delay, notify the TSNPDCL in writing of the cause of delay. The TSNPDCL shall verify the facts and grant such extension as facts justify. No price variation shall be allowed during the period of force majeure and penalty will not be levied for this period.
- 16. EXTENSION OF TIME:** If the completion of the 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 date as may be reasonable but without prejudice to other terms and conditions of the contract.
- 17. INSPECTION:-** The accredited representative of the TSNPDCL shall have access to the supplier’s or sub-contractor’s works at any time during working hours for the purpose of inspecting the materials during manufacture of the plant and equipment and testing and may select the samples from the materials going into plant and equipment. The supplier shall provide the facilities for testing such samples at any time.

As soon as materials are ready, the supplier shall duly send intimation to the TSNPDCL by Registered post and carry out the tests before the representatives of the TSNPDCL.

The dispatches shall be affected only if the test results comply with the specification. The dispatches shall be made only after the inspection by the TSNPDCL Officers is completed to the TSNPDCL’s satisfaction or such inspection is waived by this office.

18. GUARANTEED TECHNICAL PARTICULARS: The technical particulars as per IS with latest amendments have been guaranteed by you for the supplies against this order.

19. TEST CERTIFICATES: The latest certificates containing the results of the tests as per relevant IS mentioned in the schedule of materials must be submitted to the Chief General Manager/Purchase & Material Management/NPDCL, Warangal and got approved by him before sending bills for payment, which will not be paid unless these are approved (vide Clause-6).

20. DISPATCH INSTRUCTIONS :

Sl. No.	To be sent to TSNPDCL's stores at District stores	Name of the Consignee ADE/DS/TSNPDCL	Paying Officer to whom bills & receipt Challan are to be sent to AO/Expenditure, O/o SE/ Op/
1.	Warangal	Near Water Tank, Nakkalagutta, Hanamkonda, Warangal - 506 001. Cell No. 94408-11535.	The Accounts Officer (Expenditure), O/o SE/ Operation/ TSNPDCL, Near Water Tank, Nakkalagutta, Hanamkonda, Warangal - 506 001. Cell No. 94408-11390.
2.	Karimnagar	Jagitial Road, Near Court, Karimnagar – 506502. Cell No. 94408-11260.	The Accounts Officer (Expenditure), O/o SE/ Operation/ TSNPDCL, Jagitial Road, Near Court, Karimnagar – 506 502. Cell No. 94408-11502.
3.	Khammam	Yellandu Cross Road, Opp : Town - II, Police Station, Khammam – 506 568. Cell No. 94408-11510.	The Accounts Officer (Expenditure), O/o SE/ Operation/ TSNPDCL, Mamindlagudem, Near Saibaba Temple, Khammam – 506 568. Cell No. 94408-11568.
4.	Nizamabad	Near Kila, Old Power House, Nizamabad – 506661. Cell No. 94408-11289.	The Accounts Officer (Expenditure), O/o SE/ Operation/ TSNPDCL, Near Kila, Old Power House, Nizamabad – 506 661. Cell No. 94408-11661.
5.	Nirmal	Power House Campus, Nirmal – 504 106. Cell No. 94408-11296.	The Accounts Officer (Expenditure), O/o SE/ Operation/ TSNPDCL, Adilabad - 506 727. Cell No. 94408-11727.

The dispatch instructions and the consignees to be supplied to will be furnished as and when materials are offered for supply and cleared for dispatch after due inspection.

21. PACKING:

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

- ii. The supplier, whenever he dispatches material to a consignee 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 the supplier 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. Quantity allotted to the stores and rate applicable.
 3. Quantity so far supplied to the stores and rate applied.
 4. Quantity now supplied and the rate applied.
 5. Total Quantity supplied under the purchase order with rates applied.
 6. Programme for supply of balance quantity.
- iii. The supplier shall invariably send to the purchasing officer a copy of the delivery challan whenever materials are dispatched.

22. IT MAY BE NOTED THAT:

- a) Prices cited are Firm for delivery Free at Destination Stores.
- b) Excise Duty and Sales Tax if any and applicable will be paid extra.
- c) The ownership of the materials would rest with you till they are all received at Destination in good condition.
- d) Freight charges shall be prepaid.
- e) The materials may be duly insured at your cost.
- f) Interchangeability:- All similar materials and removable parts of similar equipment shall be interchangeable with each other.
- g) Name Plate:- **Rubber Gum Boots** Shall be marked with your trade mark and the month and year of manufacture.

23. GENERAL:

- i) Your bills in duplicate along with a duplicate copy of invoice and substantiating vouchers for all extra claims to be made separately should be forwarded to the Paying Officers mentioned in the dispatch instructions.
- ii) All General and Technical correspondence should be addressed to the Chief General Manager/ Purchase & Operation/ TSNPDCL, Warangal.

- iii) All correspondence regarding bills, payment etc., should be addressed to the Paying Officer, cited in dispatch instructions with copy to the Pay Officer / NPDCL/ Warangal.
- iv) Any disputes or differences arising out of or touching this order shall be decided by Courts or Tribunals situated in Hanamkonda/ Warangal 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 Specification No.CGM/P&MM/NPDCL/ OT-34/13-14.
- vi) This is in regularization of preliminary acceptance Letter of Intent Lr.No.CGM/P&MM/NPDCL/WGL/P1/A2/OT-34/13-14/D.No.442, Dt: 17-05-2014.
- 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 setout herein.

Yours faithfully,

**CHIEF GENERAL MANAGER
P&MM/NPDCL/WARANGAL.**

(Acting for and on behalf of TSNPDCL)

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

Signature of the Contractor.

Copy Communicated to:

The Chief General Manager (Finance)/NPDCL/ Warangal.

The Chief General Manager (P&MM)/TSSPDCL, APSPDCL, APEPDCL.

Copy to

The Superintending Engineer/ Operation/ WGL, KNR, KMM, NZB & ADB.

The Accounts Officer/Expr./O/o S.E/ Operation/WGL, KNR, KMM,NZB & ADB.

The Asst. Divisional Engineer/ District Stores/ WGL, KNR, KMM, NZB & NML.