

By Regd. Post with Ack. Due:**In duplicate:**

**NORTHERN POWER DISTRIBUTION COMPANY OF TG LIMITED
CORPORATE OFFICE :: WARANGAL – 506 004.**

(PURCHASE ORDER)

Phones: 0870-2461507**Ph: 040-23712945****Fax : 0870-2461519****Fax: 040-23702046****From**

The Chief General Manager /PMM
Sealwel Corporation (P) Ltd.,
2-5-31/2, 1st Floor, Vidyuth Bhavan,
TG.N.P.D.C.L, Corporation Office,
Nakkalagutta, Hanamkonda,
Warangal – 506 001

To

M/s Sealwel Corporation (P) Ltd.
3465/SRT, S.R. Nagar Colony,
Hyderabad - 35

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P.O.No.CGM/P&MM/NPDCL/Wgl./GM/DE-2/A3/PM- 4174 / 14, Dt. 27-06-2014.

Dear Sir,

Sub:- NPDCL/Wgl. – Order for supply of Super Enamel Copper Winding Wires (22 SWG, 23SWG & 24SWG) – Issued – Reg.

Ref:- 1. Tender Specification No. CGM/NPDCL/OT-49/13-14.
2. Your Technical Bid opened on 22.1.2014
3. Your Price Bid opened on 20.2.2014
4. Lr. No.CGM/P&MM/NPDCL/Wgl/P2/OT-49/13-14/D.No.650,
Dt.06.06.2014
5. Your letter(LOA) received Dt. 16.6.2014

* * *

1. Acceptance :- I, acting for and on behalf of and by the order and direction of the TGNPDCL accept the rate for supply of Super Enamel Copper Winding Wires (22SWG, 23SWG & 24SWG) as mentioned in “Schedule of Materials” as per the above cited correspondence subject to the following terms and conditions.

2. Prices:- The prices are variable as per HCL E.C Grade continuous cast Copper Rod of 8mm (standard) with base date as 01.11.2013. For price variation calculation purpose HCL rate of continuous cast Copper Rods prevailing one month prior to the date of delivery would be considered.

a) The date of delivery for this purpose shall be the date on which the winding wire is notified as being ready for inspection/dispatch or the Contracted delivery date (including any agreed extension thereto) whichever shall be the one resulting in the least price.

b) If the date of delivery as defined in the PV formula above is beyond the contracted delivery date and if it results in least price variation, the same shall be adopted at the option of purchaser for calculation of price variation or schedule delivery which ever is least will be taken into account subject to 30% ceiling on positive side and no ceiling on negative side.

Unloading of the materials at destination stores shall be TGNPDCL's responsibility and any expenditure incurred for unloading is to TGNPDCL's account only.

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 TGNPDCL 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 variation/revision the TGNPDCL shall be given credit to that extent.

3. Schedule of Materials:-

Sl. No.	Description	Quantity	Rate/ MT (inclusive of all)	Amount Rs. Ps.
1	Super Enamel Copper Winding Wires as per relevant IS and as per specification : (i) 22 SWG	12.5 MT	743400.00/-	9292500.00
	(ii) 23 SWG	13.0 MT		9664200.00
	(iii) 24 SWG	25.0 MT		18585000.00
TOTAL				3,75,41,700.00
(Rupees Three Crore Seventy five Lakhs forty one Thousand and seven Hunded only).				

NOTE: The Breakup price of Super Enamel Copper Winding Wires as indicated below:

Breakup Price				
Particulars		22 SWG	23 SWG	24 SWG
Ex-Works per MT	Rs. :	708000.00	708000.00	708000.00
ED @ 10.3% (Incl. Cess)	Rs.	NA	NA	NA
F&I	Rs.	Nil	Nil	Nil
VAT @5%	Rs. :	35400.00	35400.00	35400.00
Total Rate per MT	Rs. :	743400.00	743400.00	743400.00

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 :

Due Date	Quantity in Kgs		
	22 SWG	23 SWG	24 SWG
31.07.14	1500Kgs	1500Kgs	2500Kgs
31.08.14	1500Kgs	1500Kgs	2500Kgs
30.09.14	1500Kgs	1500Kgs	2500Kgs
31.10.14	1500Kgs	1500Kgs	2500Kgs
30.11.14	1500Kgs	1500Kgs	2500Kgs
31.12.14	1500Kgs	1500Kgs	2500Kgs
31.01.15	1500Kgs	1500Kgs	5000Kgs
28.02.15	2000Kgs	2500Kgs	5000Kgs

- a). However you may advance the supplies to meet the urgent requirements of TGNPDCL's works.
- b). 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.
- c). 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.
- d). Unloading of the materials at destination stores shall be TGNPDCL's responsibility and any expenditure incurred for unloading is to TGNPDCL's account only.
- e). Depending upon the requirement of the TGNPDCL priority of sizes and quantity of material will be fixed by this office and you shall have to supply accordingly.
- f). The Company shall have the right to vary the ordered quantity by + or - 50% at any time during the execution of the order.
- g). The order would be treated as executed if the quantity supplied is within +/- 5% of the quantity ordered in each individual size.

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,

- 1) A Bank Guarantee in the prescribed proforma issued by a Scheduled 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.

7. Payment :- 100% Payment would be made through 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 (i.e., from the date of issue of Form-13) or after approval of Test Certificate whichever is later, subject to furnishing of Performance Security to the extent of 10% of the Contract Value as per Clause (5) 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 TGNPDCL may at its option to get the material inspected by the 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 100% routine Test Certificates for the equipment being offered for inspection along with your offer and got approved by this office before the bills become due for payment, failing which the payment against the bills would be stopped.
- v). One additional copy of the each delivery challan, Form-13, Invoice, packing list and Test Certificates shall be sent to CGM/P&MM/NPDCL, Warangal , immediately after delivery at destination stores. One copy of the Form-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 TGNPDCL due to any other reason when it is not possible to recover such amounts under the contract resulting out of this tender specification OT - 49/13-14 the TGNPDCL reserves the right to collect same from any other amounts and or bank guarantees given by you due to or with the TGNPDCL.
- viii). 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 TGNPDCL officers, the TGNPDCL 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 dispatched.

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. Loss or damages :

- a). 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.
- 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 superficial visual examination though due to bad handling in transit or defective packing would be intimated within TWO 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 TGNPDCL.
- c). If no steps are taken within 15 days of receipt of intimation of defects or such other reasonable time as the TGNPDCL may deem proper to afford, the TGNPDCL 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 therefor from the deposits such as Earnest Money, Security Deposit and Performance or other monies available with the TGNPDCL or by resorting to legal action and also decline to accept further delivery of materials/equipment.
- d). 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 within 60 days from the date of receipt of the intimation.
- e). 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.
- f). For the purpose of any legal construction, the materials shall be deemed to pass into TGNPDCL's ownership only, at the destination Stores where they are delivered and accepted.
- g). The TGNPDCL 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 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.

11. Guarantee : The materials have been guaranteed by you for satisfactory operation for a period of 18 months from the date of receipt of items by the consignee in good condition.

12. 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.

13. **Penalty for late delivery :-**

- i). **General:** The delivery of materials/ Equipment as per the agreed schedule of delivery is the essence of the contract.
- ii). In case of delay in delivery of materials/ Equipment at destination for whatever be the reason, the TGNPDCL 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 TGNPDCL, 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.

- iii). Materials/ Equipment which are not of acceptable quality or not conforming to specification would be deemed to be not delivered.
- iv). 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 TGNPDCL 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 variation/ revision the TGNPDCL shall be given credit to that extent.
- v). In case of supplier who has not adhered to the delivery schedule TGNPDCL 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 TGNPDCL mentioned in the first para of this clause and under law.

14. **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 TGNPDCL in writing of the cause of delay, the TGNPDCL 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 would not be levied for this period.

15. **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.

16. **Inspection :-**

- a). Our accredited representative shall have access to your or manufacturer works, at any time during working hours for the purpose of inspecting the materials during manufacturing of the plant, equipment & materials for the testing and may select test samples from the material going into plant and equipment.

- (b). You shall provide facilities for testing such samples at any time. As soon as the materials are ready you shall duly advise the TGNPDCL well in advance, enabling us to arrange for deputation of our representative and carryout the tests for any characteristics as specified in the Annexure, before the representative of the TGNPDCL. The dispatches should be effected only if the test results comply with the specification (As per Annexure) stipulated in the order. The dispatches shall be made only after the inspection by the TGNPDCL's Officers is completed to the TGNPDCL's satisfaction or such inspection is waived by this office and issue of Dispatch Instructions and Test Certificates approval from this office.
- c). 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.
- d). The NPDCL reserves the right to insist for witnessing the acceptance/routine testing of the bought out items.

17. Test Certificates : The routine test certificates for all the reels offered for inspection containing the results of the routine tests as per relevant ISS (of latest issue) must be submitted to the Chief General Manager/ P&MM/ TGNPDCL/ Warangal – 506 004 and got approved by him before sending bills for payment which will not be paid unless these are approved (vide clause-6).

Sampling for testing shall be in accordance with clause 4 of IS : 4800 (Part-III) – 1968 and as per IS : 6162 (Part-I) – 1971.

S.No.	Tests
1	Diameter Measurement.
2	Flexibility and Adherence tests.
3	Abrasion Resistance test.
4	Elongation and Tensile test.
5	Peel test.
6	Springiness test.
7	Jerk test.
8	Breakdown voltage test.
9	Resistance at 20°C
10	Heat shock.
11	Cut-through test.
12	Solvent test.
13	Wrapping test.

18. Guaranteed Technical Particulars :- The technical particulars as per specified in the relevant IS shall be guaranteed.

19. Despatch Instructions : All the materials detailed in Clause-3 must be consigned and despatched as per despatch instructions to be issued after inspection and the bills sent to as follows :

Sl. No.	To be sent to the TGNPDCL'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

20. Packing :-

The lable which is to be attached to the reels shall have the following information.

- a. Manufacturer's Name and Trade Mark.
- b. Grade of covering.
- c. Nominal conductor dia.
- d. Weight of wire.

Weight of Reels :

- i). The normal weights of wire shall be in reels not less than 10 to 20 Kg. for Super Enamelled Copper Wires with + 5% variation.
- ii). The packing may be in accordance with the manufacturer's standard practice unless otherwise specified. You should however ensure that the packing s 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.
- iii). Whenever you despatch 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. Programme for supplying the balance quantity to the stores.

iii). You shall invariably send to the Purchasing Officer a copy of the delivery challan whenever materials are dispatched and also copies of Form-13 after delivery of material.

21. Note :- It may be noted that

- a). The prices cited are Firm.
- b). The prices are Inclusive of VAT @ 5%.
- 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 as per specification No.OT- 49/13-14

21. 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 dispatch 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 dispatch instructions with a copy to the Pay Officer, TGNPDCL, 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 Specifications No. OT-49/13-14
- vi). This is in regularization of preliminary acceptance by you.
- vii). Please return within a period of 15 days one copy of the Purchase Order duly signed in token of acceptance of all terms and conditions of this order.

Yours faithfully,

**Chief General Manager,
P&MM/NPDCL/Warangal.**

We accept all the terms & conditions of this order.

Signature of the Contractor.

Copy communicated to :-

The Chief General Manager/ Expr./T.GNPDCL/Warangal.

The Chief General Manager/MRT/NPDCL/Warangal.

The Chief General Manager/P&MM/T.GSPDCL/4TH Floor, Corporate Office Mint Compound, Hyderabad – 500 004.

Copy to:

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

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