



By Regd. Post with Ack. Due :

In duplicate :

**NORTHERN POWER DISTRIBUTION COMPANY OF TELANGANA LTD.
CORPORATE OFFICE, WARANGAL-506 001**

TRIAL PURCHASE ORDER.

Phone: 0870-2461507.

Ph. No : 040-65277566.

Fax : 0870-2461519.

Fax No : 040-23077566.

From

To

**The Chief General Manager / P&MM,
2-5-31/2, 1st Floor, Vidyuth Bhavan,
T.S.N.P.D.C.L, Corporate Office,
Nakkalagutta, Hanamkonda,
Warangal – 506 001.
TIN No: 36230176565.**

**M/s. Tulja Electro Grid, (210824)
Plot No.101, Co-op Industrial Estate,
Gandhinagar, Hyderabad-500 037.**

SAP CONTRACT No:	5	1	0	0	0	0	0	8	2	0
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P.O.No.CGM/P&MM/TSNPDCL/WGL/GM/DE-2/A4/OT-44/13-14/PM-4201, Dt:04-07-2014.

Sir,

Sub:- TSNPDCL - WGL. -Trial Purchase Order for supply of 33 KV “V” Cross Arms made from M.S. Channel 100x50mm - Issued - Reg.

- Ref:-**1. Tender Specification No.CGM/P&MM/OT-44/2013-14.
2. Office Note approved dated 06.05.2014.
3. Lr.No.CGM/P&MM/NPDCL/WGL/GM/P2/A4/OT-44/13-14/D.No.444,
Dt.17-05-2014.
4. Your Letter of Acceptance dated 26-06-2014 received on 01.07.2014.

00oo00

- ACCEPTANCE:-** I, acting for and on behalf of and by the order and direction of Northern Power Distribution Company of Telangana Limited accept the rates for supply of materials, as indicated in the **“Schedule of Materials”** clause and as per the above cited correspondence subject to the following terms and conditions.
- PRICES:-** The prices noted below are Firm in rupees, free at destination stores, inclusive of VAT @ 5% and Excise Duty and Cess on ED @ 10.3% and other taxes like F&I, etc., are not applicable.

Any variation up or down in Excise duty or VAT 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 in excise duty or VAT 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 TSNPDCL shall be given credit to that extent.

SCHEDULE OF MATERIALS:

Sl. No.	Description of Materials	Qty. in Nos.	Rate/ Each Ps.	Amount in Ps.
1.	33 KV “V” Cross Arms made from M.S. Channel 100x50mm and 4 Nos. M.S. Flat plates 75x8mm are to be welded to the “V” arms at the points shown in the sketch as per drawings enclosed herewith. The 33 KV “V” X arms shall be painted with double coat of best quality red oxide paint. (As per approved sample). (FBR00030)	105	₹893.00 <u>Breakup Price</u> Ex-works : ₹850.45 ED @10.3% : ₹ NA F&I : ₹ NA VAT @ 5% : ₹ 42.55 Total : ₹893.00	93,765.00
Total				93,765.00
(Rupees Ninety Three Thousand Seven Hundred Sixty Five only).				

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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 ₹100/- duly signing and submit the same in token of acceptance of P.O. condition on Toto after P.O. with in one week.

5. **DELIVERY:-** The delivery shall commence within one month from the date of receipt of Trial Purchase Order and shall be completed month wise as follows:-

By the end of	Quantity in Nos.
15.08.2014	50
15.09.2014	55
Total:	105

- a). However you may advance the supplies to meet the urgent requirements of TSNPDCL'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 Trial 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 TSNPDCL's responsibility and any expenditure incurred for unloading is to TSNPDCL's account only.
- e). The Company shall have the right to vary the ordered quantity by + or - 50% at any time during the execution of the order.

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 Nationalized/ 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 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 -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 TSNPDCL 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/TSNPDCL, Warangal, immediately after delivery at destination stores. One copy of the From-13 shall be sent to the CGM/P&MM/TSNPDCL along with other documents.
 - vi). The performance guarantee to be executed in accordance with this Trial Purchase Order shall be furnished on stamp paper of value of ₹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 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 TSNPDCL officers, the TSNPDCL 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 dispatched.
8. **DISPATCH** : Please arrange to supply the materials specified herein and dispatch them by Lorry/Goods Train FREIGHT PAID to the persons and destination stores noted separately.
9. **ACKNOWLEDGEMENT** : The railway receipt/lorry receipts 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 receipts of the goods. A copy of the invoice shall also 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 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 TSNPDCL.
- c). If no steps are taken within 15 days of receipt of intimation of defects or such other reasonable time as the TSNPDCL may deem proper to afford, the TSNPDCL may without prejudice to its other rights and remedies 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 TSNPDCL or by resorting to legal action and also decline to accept further delivery of materials/ equipment.

Whether 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 defects or to replace the defective materials free of cost.

- d). The defective portions or whole of the plant/ machinery or other materials so replaced or renewed should give satisfactory performance till the expiration of 12 months (twelve) from the date of such replacement or until the end of guarantee period whichever is later.
- e). For the purpose of any legal construction, the materials shall be deemed to pass into TSNPDCL's ownership only, at the destination Stores where they are delivered and accepted.
- f). The TSNPDCL 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.

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 at free of cost.

12. **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.

13. **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:”.

14. **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 TSNPDCL 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 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.
- iii). Materials/ Equipment 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 & second paras of this clause.
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 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 would not be levied for this period.
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. **GUARANTEE:** The materials have been guaranteed by you for satisfactory operation for a period of 18 months from the date of receipt of materials by the consignee in good condition.
18. **INSPECTION :-** The accredited representative of the TSNPDCL shall have access to you or your sub-contractor's works at any time during working hours for the purpose of inspecting the materials during manufacturing of the plant and equipment and testing and may select test samples from the materials going into plant and equipment.

You shall provide the facilities for testing such samples at any time. As soon as the materials are ready, you shall duly advise the TSNPDCL and carryout the tests before the representative of the TSNPDCL. The despatch shall be effected only if the test results comply with the specification. The despatches shall be made only after the inspection by the TSNPDCL officer is completed to TSNPDCL satisfaction or such inspection is waived by this office.

The TSNPDCL may at its option get the materials inspected by a third party along with a TSNPDCL's representative if it feels necessary the inspection charges shall be borne by you

19. **DISPATCH INSTRUCTIONS:** All the materials detailed in clause 3 must be consigned and dispatched as per the dispatch instructions to be issued after completion of inspection and the bills shall be sent to as follows:

Description of materials	To be sent to the TSNPDCL's Stores at	Materials to be consigned and dispatched to ADE/Dist. Stores/ TSNPDCL	Paying Officer to whom bills & RR to be sent to Accounts Officer/ Expr., O/o.SE/OP.
As mentioned in the Schedule of materials.	Warangal	Warangal	Warangal
	Karimnagar	Karimnagar	Karimnagar
	Khammam	Khammam	Khammam
	Nizamabad	Nizamabad	Nizamabad
	Nirmal	Nirmal	Adilabad

20. **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. Trial 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 Trial Purchase Order with rates applied.
 6. Program 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.
21. **NOTE:** It may be noted that.
- a). Prices cited are FIRM, Free at Destination Stores and as noted in Clause - 2.
 - b). The ownership of the materials would rest with you till they are all received at destination in good condition.
 - c). Railway/Freight charges should be prepaid.
 - d). The materials may be duly insured at your cost.
 - e). The sample sent by you is hereby approved and the supplies should be strictly in accordance with the approved samples.
 - f). Any component/components omitted to be specified in this order, but were specified in your quotation/further clarification shall have to be incorporated and supplied.

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22. **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/P&MM/TSNPDCL/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, 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 tender specification.
 - vi). Please return within a period of 7 days one copy of the Trial Purchase Order duly signed in token of acceptance of all terms and conditions of this order.

Yours faithfully,

Encl: Drawings & Contract form.

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

We accept all the terms & conditions of this order.

SIGNATURE OF THE SUPPLIER.

Copy communicated to

The Chief General Manager/Finance/ TSNPDCL/Warangal.

The Chief General Manager/P&MM/ P&MM/ EPDCL/TSSPDCL/ SPDCL.

Copy to

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

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

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