



By Regd. Post with Ack. Due:

In duplicate:

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

PURCHASE ORDER.

Ph : 0870-2461507

Fax: 0870-2461519

From:

The Chief General Manager,
P&MM/1st Floor, Vidhyuth Bhavan,
T.S.N.P.D.C.L, Corporate Office,
Nakkalagutta, Hanamkonda, Warangal.
TIN No: 36230176565

Ph : 033-40006902

Fax: 033-40050005

To

M/s. Progressive Metals (P) Ltd.,
"Fortuna Tower", 23A,
Netaji Subhas Road,
7th Floor, Suit No.30,
Kolkata-700 001.
TIN No. 19460344089

SAP CONTRACT No:	5	1	0	0	0	0				
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P.O.No. CGM/P&MM/TSNPDCL/WGL/GM/DE-2/A4/OT-40/13-14/PM-4226, Dt:14-07-2014.

Sir,

Sub:- TSNPDCL – Wgl – Order for supply MS Angle 50x50x6mm – Purchase Order Issued – Reg.

Ref: - 1. Tender Specification No. OT-40/13-14.
2. Office Note approved dated 28.06.2014.
3. Lr.No.CGM/P&MM/TGNPDCL/WGL/GM/P2/A4/OT-40/13-14/D.No.860,
Dt.28-06-2014.
4. Your acceptance letter dated 05-07-2014.

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- 1. 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.
- 2. PRICES:-** The prices noted below are **Firm** in rupees, free at destination stores, inclusive of CST @ 2% against Form-"C" and Freight of Rs.2600.00. Excise Duty and Cess on ED are not applicable.

Any variation up or down in Excise duty or VAT/CST 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.

The unloading charges at destination stores shall be to TSNPDCL's account.

3. SCHEDULE OF MATERIALS:

Sl. No.	Description of Material	Qty. in MT.	Rate/MT in Rs.	Total Amount in Rs.
1	M.S Angle 50x50x6mm in Standard lengths conforming to IS : 2062 Grade A.	50	Rs. 44216.00 <u>Breakup Price</u> Ex-works : Rs. 40800.00 CST @2% : Rs. 816.00 (against C-form) F & I : <u>Rs. 2600.00</u> Total : <u>Rs. 44216.00</u>	22,10,800.00
Total :				22,10,800.00
(Rupees Twenty Two Lakhs Ten Thousand Eight Hundred 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 supplies shall be made as follows.

Sl. No.	Month	Qty in M.T.
1.	31.08.2014	50 T
	Total :	50 T

- 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 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.
- f). 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., i.e., validity upto 2 years from the date of receipt of last consignment of material in the stores in good condition as per form-13. 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. **TERMS OF PAYMENTS:** 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 approval of test certificates whichever is later.

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) Any incidental charges such as stamp duty on such bills of exchange shall be to the supplier's account and any charges in relation thereto shall not be included in the bill submitted to the TSNPDCL's Paying Officers through Bank.

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- iii). The bills of exchange along with the certified receipt of goods and the following documents of title to goods shall be sent by the supplier or his Bankers to the Paying Officer concerned who will accept to release the same.
- a. Detailed packing list.
 - b. Detailed Invoice.
 - c. Form-13.
 - d. Test Certificate approval.

The bills of exchange will be paid on presentation by the supplier or his banker at the State Bank of Hyderabad, Hanamkonda who are Bankers of TSNPDCL.

- iv). One additional copy of the each delivery challan, Form-13, Invoice and packing list 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.
- v). 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 specification, the NPDCL reserves the right to collect same from any other amounts and or bank guarantees given by you due to or with the NPDCL.
- vi). 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 A.P.NPDCL 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.

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 transport 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**: 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.

External damages or shortage or shortage that are prima-facie the result of rough handling in transit or due to defective packing will be intimated within a fortnight of the receipt of the material. Internal defects, damages or shortages of any integral 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 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.

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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.

Where any 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.

The defective portions or whole of the plant/machinery or other materials so replaced or renewed should give satisfactory performance till the expiration of six months from the date of such replacement or renewal or until the end of guarantee period whichever may be later.

For to the purpose of any legal constraints, the materials shall be deemed to pass into NPDCL's ownership only, at the destination Railway Station where they are delivered and accepted.

The Company 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 guarantee period or not conforming to the Purchase Order/Specification conditions.

11. **DEFECTIVE SUPPLIES** : If during the Guarantee period, subsequent to the date of acknowledgement of receipt of goods be found to be defective in materials or workmanship they shall be replaced by free of cost.
12. **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% 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.
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.

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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 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. DESPATCH INSTRUCTIONS:** All the materials detailed in clause-3 must be consigned and the railway receipt/L.R and the bills must be sent as follows:

Description of materials	To be sent to the TSNPDCL's Stores at	Materials to be consigned and dispatched to ADE/Dist.Stores/ NPDCL	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

- 19. PACKING :** The packing may be in accordance with the manufacturers standard practice. You should however ensure that the packing is such that the equipment reaches the departmental stores without damages after transport by railway and road, whenever the materials are dispatched to a consignee you shall prepare the following information in the form of packing slip in-quadruplicate and send the same to the consignee and obtain their acknowledgement of the same. The Consignee will return to the supplier one copy of the packing slip, packing slip shall be as follows.

Contd...6

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 rate applied.
6. Program for supply of balance quantity to the stores.

The supplier shall invariably send to the Purchasing Officer a copy of the delivery challan whenever materials are consigned.

20. 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 & claimed extra.
- d) The materials may be duly insured at your cost
- e) 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.

21. 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/ NDPCL/ Warangal.
- iii) All correspondence regarding bills, payments, etc. should be addressed to the Accounts Officer, Expenditure O/o Superintending Engineer, Operation, Warangal, Karimnagar, Khammam, Nizamabad & Adilabad for supplies made respectively at District Stores, Warangal, Karimnagar, Khammam, Nizamabad & Nirmal.
- iv) Unless otherwise specified, you shall abide by all the terms and conditions.
- v) Please return within a period of 7 days one copy of the Purchase Order duly signed in token of acceptance of all the terms and conditions of this order.
- vii) All and any disputes or differences arising out of or touching this order shall be decided only by Courts or Tribunals situated in Warangal/ Hanamkonda. No suit other legal proceedings shall be instituted elsewhere.

Yours faithfully,

Encl: Contract form.

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

We accept all the terms and conditions of this order

SIGNATURE OF THE SUPPLIER.

Copy communicated to

The Chief General Manager/ Finance/ TSNPDCL/ Warangal.

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.