

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.

Ph. No. 040 – 2339 1331.

Fax : 0870-2461519.

Fax No.

The Chief General Manager,
P&MM/1st Floor, Vidhyuth Bhavan,
A.P.N.P.D.C.L, Corporate Office,
Nakkalagutta, Hanamkonda, Warangal.
TIN No: 28230176565.

**M/s. A.P.S. Agros Industries Development,
Corporation Ltd, (210199)
Reg. Off. 504, Hermitage office Complex,
Hyderabad – 500 004.**

SAP CONTRACT No:	5	1	0	0	0	0	0	7	6	6
SAP No:	4	1	0	0	0	0	1	8	0	1

P.O. No.CGM/P&MM/NPDCL/WGL/GM/P2/A4/PM-4128, Dt:28-01-2014.

Sir,

Sub:- NPDCL - Wgl. - Order for supply of New Tyres, Tubes & Flaps to Vehicle Mobile Crane bearing No. AP 36 L 1596 of Hanamkonda Sub-Division pertaining to Asst. Divisional Engineer/ Operation/ Hanamkonda - Issued - Reg.

Ref:- 1. Your quotation Dt. 18-12-2013.
2. Lr.No.SE/Op/Wgl/DE(T)/ADE(C)/AE(T)/F.No. /D.No.5735/13, Dt.04-01-2014.
3. Office note approved by CMD on 21-01-2014.

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1. **ACCEPTANCE:** I, acting for and on behalf of the Northern Power Distribution Company of A.P 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 with FOR destination stores, inclusive of all taxes & duties.

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 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 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 APNPDCL shall be given credit to that extent.

3. **SCHEDULE OF MATERIALS:**

Sl. No.	Description of Material	Qty. in Nos.	Rate/ Each	Total Amount
1.	1000-20/16 FM Super Ceat/ JK Tyres	2	16,730.00	33,460.00
2.	1000-20/16 FM Super Tubes	2	1510.00	3020.00
3.	1000-20/16 FM Super Flaps	2	514.00	1028.00
Total :				37,508.00
(Rupees Thirty Seven Thousands Five Hundred and Eight only).				

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4. **DELIVERY:** The materials should be supplied within 15 days from the date of receipt of Purchase Order.

The NPDCL shall have the right to vary the delivery schedules 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.

Delay in delivery of materials F.O.R. destination due to non-availability of railway booking, non-allotment of wagons and any such reasons will not be considered. It is the responsibility of the supplier to make alternative arrangements for transporting the materials by road or rail so as to see the material reaches the destination within the stipulated period.

- 4.1 **PERFORMANCE SECURITY:** Performance Security is waived.
5. **PAYMENT:** 100% payment will be made against proforma invoice by way cheque/DD in favor of M/s. AP State Agro Industries Development Corporation Ltd., Hyderabad payable at Hyderabad after receipt of material by the consignee in good condition.
- 5.1. Payment for the materials supplied will be made by cheque on any scheduled Bank at the Head quarters of the Paying Office/Pay Officer. (Our Bankers are State Bank of Hyderabad)
- 5.2. If you have received any over payment by mistake or if any amounts are due to the NPDCL due to any other reason when it is not possible to recover such amounts under this contract, the NPDCL reserves the right to collect the same from any other amounts and/or Bank guarantee given by you due to or with the NPDCL.
- 5.3 When you do not any time fulfill your obligations in replacing, rectifying etc. of the damaged defective materials in part or whole promptly to the satisfaction of the NPDCL's Officers, the NPDCL reserves the right not to accept the bills against subsequent despatches made by you and only you will be responsible for any demurrages, wharfages or damage occurring to the consignment so dispatched.
- No payment towards interest will payable in case the payment is delayed whatever reason.
6. **DESPATCH:** Please arrange to supply the articles specified herein and dispatch them by Lorry/Goods Train FREIGHT PAID to the persons and stations noted separately.
7. **ACKNOWLEDGEMENT :** The Railway receipts/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.
8. **LOSS OR DAMAGE & DEFECTIVE SUPPLIES:** 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 if 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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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. If no steps are taken within fifteen days of receipt of intimation of defects or such other reasonable time as the NPDCL may deem proper to afford the NPDCL 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 there for from the deposits such as EMD, Security deposit and performance or other monies of materials available with the NPDCL or by resorting to legal action and also decline to accept further deliveries of materials.

The defective portions or whole of the plant/machinery or other materials so replaced or renewed should give satisfactory performance till the expiry 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 construction, 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 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 guarantee period or not confirming to the Purchase Order specification.

9. **GUARANTEE:** The materials shall be guaranteed for satisfactory operation for a period of 18 months from the date of receipt of items by the consignee in good condition.
10. **DEFECTIVE SUPPLIES:** If during the Twelve months 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.
11. **PENALTY FOR LATE DELIVERY:** The time and the dates for delivery mentioned above shall be deemed to be the essence of the contract. In case of delay in delivery of materials at destination, whatever be the reason, the NPDCL may at its option demand and recover from the supplier an amount equivalent to ½% of the value of the materials not delivered within the prescribed time limit for every week of delay or part there of subject to a maximum of 5% of the total value of the contract. This right of the NPDCL shall be without prejudice to its rights 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 railway will be taken as the date of delivery, if the materials are dispatched by rail and the date receipt of materials will be taken as date of delivery of the materials are transported by road. In case you do not adhere to the delivery schedule, the Company reserves the right to Purchase the balance/whole quantity from the open market and recover the extra expenditure incurred from you. This is in addition to the right of the Company mentioned in the first para of this clause and under law.

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

Qty.	To be booked in the railway station/ District Stores	Materials to be consigned to and railway receipt/ LR to be sent to	Bills to be sent to
As per Schedule	Warangal	Asst. Divisional Engineer/ District Stores/Warangal	Accounts Officer/ Expenditure, O/o. SE/Op/ Warangal.

13. **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.

- 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.

14. **NOTE:** It may be noted that.
- a) Prices cited are FIRM, for delivery F.O.R. destination and are as per 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) 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.
15. **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/ NPDCL/Warangal.

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- iii) All correspondence regarding bills, payments, etc. should be addressed to the Accounts Officer/ Expr./ O/o. SE/ Operation/ Warangal for supplies made respectively at District Stores, Warangal.
- 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.
- vi) 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,

**CHIEF GENERAL MANAGER,
P&MM, NPDCL, WARANGAL.
(Acting for and on behalf of APNPDCL)**

We accept all the terms and conditions of this order.

SIGNATURE OF THE SUPPLIER.

Copy communicated to the Chief General Manager/Finance/NPDCL/Warangal.
Copy to the Superintending Engineer/Operation/Warangal.
Copy to the Divisional Engineer/Operation/Warangal.
Copy to the Accounts Officer/ Expr./O/o. SE/Operation/Warangal.
Copy to the Asst. Divisional Engineer/District Stores/Warangal. (**).
Copy to the Asst. Divisional Engineer/Operation/Hanamkonda.

() The above Tyres, Tubes and Flaps are Vehicle Mobile Crane bearing No. AP 36 L 1596 of Hanamkonda Sub-Division pertaining to Asst. Divisional Engineer/ Operation/ Hanamkonda.**