

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

Ph.No. 0870-2461507.
Fax.No. 0870-2461507 / 519.

From

The Chief General Manager,
P&MM/ NPDCL, 1st Floor,
Corporate Office, Vidyuth Bhavan,
Nakkalagutta, Hanamkonda,
Warangal – 506 001.

Ph. No. 0294-2492300/305.
Fax No. 0294-2492310/ 040-23322292.

To

M/s. Secure Meters Limited.,
P.O.Box No.30,
Pratap nagar Industrial Area,
Udaipur - 313 003.

TIN No.02030100734.**PAN No: AACCS8785M.**

SAP CONTRACT No:	5	1	0	0	0	0	0	0	0
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P.O.No.CGM/P&MM/NPDCL/WGL/GM/P1/A1/Solar Meters/13-14/PM-4129, Dt.29-01-2014.**Sirs,**

Sub:- NPDCL – P&MM – Supply of Solar Energy Meters/Net Meters of 1-Ph & 3-Ph LT Meters (10-60A) – Purchase Order – Issued – Reg.

Ref:- 1. Lr.No.CGM/P&MM/NPDCL/Wgl/GM/P1/A1/Solar Meter/13-14,
D.No.3580, Dt.23-12-13.
2. Your quotation Lr.No.SML/HYD/APNPDCL/DSR/13-14, dt:04-01-14.
3. Lr.No.CGM/P&MM/NPDCL/Wgl/GM/P1/A1/Solar Meter/LOI/
D.No.4.30, Dt.27-01-14.
4. Your letter No. SML/HYD/APNPDCL/DSR/13-14/01, dt:27-01-14.
(LOI Acceptance).

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- 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 APNPDCL) accept the rates for supply of **20 Nos.** Solar Energy Meters/ Net Meters of 1-Ph & 3-Ph LT Meters (10-60A) as per the **L.O.I** Dt.27-01-2014 and above cited correspondence subject to the following terms and conditions.
- PRICES:** The prices noted below are Firm Free at Destination Stores, Inclusive of Ex-Works, Freight, Insurance, Excise Duty & Cess on ED @12.36%, CST @ 1.5% (1) Total Price **Rs.2,537.50/-** each for Solar Energy Meters of 1-Ph LT Meters (10-60A) & (2) Total Price **Rs.5,582.50/-** each for Solar Energy Meters of 3-Ph LT Meters.

3. SCHEDULE OF MATERIALS:

Sl. No.	Description of Material	Qty Nos.	Rate/ Each	Total Amount Rs.
1	1-Ph Whole Current Energy Meter (10-60A) With PP Box of Class 1.0 Accuracy for Solar applications. (Net Meters). Import – Export energy recording facility. Optical Port for Local Communication. Standards IS:13779, IEC:62052-11, IE:62053-21	20 Nos.	Ex-works : Rs.2,500 <u>ED@12.36%</u> : NIL F&I : NIL <u>CST@1.5%</u> : Rs.37.50 Total Rs. : 2,537.50	50,750.00
2	3-Ph 4-Wire LT Whole Current Energy Meter (10-60A) With PP Box of Class 1.0 Accuracy for Solar applications. (Net Meters). Import – Export energy recording facility. Trivector (KWH, KVARH & KVAH) recording facility. Optical Port for Local Communication. Extra RS-232 for AMR (Auto Meter Reading). Standards IS:13779, IEC:62052-11, IE:62053-21.	20 Nos.	Ex-works : Rs.5,500 <u>ED@12.36%</u> : NIL F&I : NIL <u>CST@1.5%</u> : Rs.82.50 Total Rs. : 5,582.50	1,11,650.00
Total Rs.				1,62,400.00
(Rupees One Lakh Sixty Two Thousand Four Hundred Only)				

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

4. **DELIVERY:** The delivery schedule of **Solar Energy Meters/Net Meters of 1-Ph & 3-Ph LT Meters (10-60A)** is as under.

Month	Solar Meters 1-Ph LT Meters (10-60A)	Solar Meters 3-Ph LT Meters (10-60A)
	Qty Nos.	Qty Nos.
15-03-2014	20 Nos.	20 Nos.

However, you are requested to advance and improve the quantity to be delivered.

Delay in delivery of materials free at destination stores due to non-availability of transport facility or such reasons will not be considered. It is the responsibility of the supplier to make alternate arrangements for transporting the materials to the destination within the stipulated period.

The NPDC of AP Ltd. shall have the right to vary the delivery schedules mentioned above due to any operational exigencies at any time during the execution of the order by the supplier after due notice. Unloading of the materials at the destination stores shall be arranged by the consignees at NPDC of AP Ltd. cost.

The NPDC of AP Ltd. shall have the right to vary the ordered quantity by plus or minus 50% at any time during the execution of the order.

5. **PAYMENT:** 100% payment will be made within **45 days** reckoned from the date of receipt of materials in good condition at destination stores duly certified by the consignee (Check measurement) or after approval of test certificates whichever is later, duly transferring the said amount to the bank account of the supplier by the purchaser bank subject to furnishing of performance bank guarantee/Demand Draft to the extent of 10% of the contract price in a prescribed proforma covering a period of 2 months over and above the period of performance guarantee, which is 5 years from the date of receipt of materials in good condition. **The Bank Guarantee shall be only from Nationalized Banks.**

NOTE:-(i) The date of delivery would be the date on which the stores/concerned officer certifies the receipt of materials at stores in good condition i.e. Check Measurement Date.

(ii) The supplier should invariably submit test certificates as soon as despatch is made so that the test certificates can be checked up and approved well before it becomes due for payment.

Routine Test Certificates of the entire lot shall be submitted to the Consignee.

(iii) The performance guarantee shall be furnished on a stamp value of Rs.100/-. The Bank Guarantee shall be extended if required suitably.

(iv) If the supplier has received any over payments by mistake or if any amounts are due to the NPDC of AP Ltd., due to any other reason, when it is not possible to recover such amounts under the contract resulting out of the subject specification, the NPDC of AP Ltd. reserves the right to collect the same from any other amounts and/or bank guarantee given by you due to or with the NPDC of AP Ltd.

(v) When you do not at any time, fulfill your obligations in replacing / rectifying etc., of the damaged / defective materials in part or whole promptly to the satisfaction of the NPDC of AP Ltd. officers, the NPDC of AP Ltd. reserves the right not to accept the bills against subsequent despatches made by the supplier and only the supplier will be responsible for any demurrages, wharfages or damages occurring to the consignment so despatched.

6. **DESPATCH:** Please arrange to supply the articles specified herein and despatch them freight prepaid to the Persons and Stations noted separately. Despatch instructions will be communicated to you after due inspection and clearance by the inspection officer.

7. **LOSS OR DAMAGE:**

(a) supplier is responsible for the safe delivery of the goods in good condition at destination stores. He should acquaint himself 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 a superficial visual examination though due to bad handling in transit or defective packing would be intimated within 3 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 NPDC of AP Ltd.

(c) If no steps are taken within 15 days of receipt of intimation of defects or such other reasonable time as the NPDC of AP Ltd. may deem proper to afford, NPDC of AP Ltd. may without prejudice to its other rights and remedies arrange for repairs or rectification of the defective materials or replace the same and recover the expenditure incurred therefore from the deposits such as BID SECURITY And Performance SECURITY or other monies available with NPDC of AP Ltd. or by resorting to legal action and also decline to accept further delivery of materials / equipment.

(d) For the purpose of any legal construction, the material shall be deemed to pass into NPDC of AP Ltd.'s ownership only at the destination stores where they are delivered and accepted.

8. **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.

9. **GUARANTEE:**

(i) The material have been guaranteed by you for satisfactory operation for a period of **5 Years** from the date of receipt at stores by the consignee in good condition.

(ii) During the period of guarantee, if any of the material is found defective and or fail in test or operation except for minor defects, such materials shall be replaced by you at free of cost to the NPDC of AP Ltd. irrespective of reimbursement from the insurance company within 15 days of receipt of intimation of defects.

If the meter is not replaced within 30 days of intimation, you should note that the guarantee period will be extended to that extent by the number of days delayed for replacement with new meter. If you do not replace the materials within the stipulated period the cost of the Meter will be recovered from the existing bills / future bills / bank guarantee available with the NPDC of AP Ltd.

If the failure after erection and commissioning at site is more than 5% the NPDC of AP Ltd. reserves the right to cancel the balance quantity of the order or take such suitable action as deemed fit. Minor defects like broken glass during transit etc., may be permitted to attend to in Stores/ MRT Labs.

For the purpose of ensuring 5 years guarantee the manufacturer may provide his seal to the meter at manufacturer's premises and despatch in sealed condition after inspection by NPDC of AP Ltd.'s representative.

10. 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.

11. PENALTY FOR LATE DELIVERY:

(i) **GENERAL:** The delivery of materials as per the schedule of delivery is the essence of the contract.

(ii) In case of delay in delivery of materials at destination for whatever be the reason, NPDC of AP Ltd. may at its option demand and recover from you an amount equivalent to half percent (1/2%) per week of delay or part thereof on the undelivered portion, subject to a maximum of 5% of the cost of the undelivered portion within scheduled time. This right of the NPDC of AP Ltd. 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.

For calculation of penalty the date of receipt of material at the destination stores is the date of delivery subject to the condition that the goods/material are received in good condition. The number of days would be rounded off to the nearest week and penalty calculated accordingly.

(iii) Materials 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 NPDC of AP Ltd.'s account, provided that the delivery schedule is adhered to by the supplier. In case, if there are increases in the ED or ST 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 NPDC of AP Ltd. shall be given credit to that extent.

(v) In case of supplier who has not adhered to the delivery schedule, NPDC of AP Ltd. 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 NPDC of AP Ltd. mentioned in the first para of this clause.

12. **FORCE MAJEURE:** Means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. You shall not be liable for any liquidated damages for delay or for failure to perform the contract for reasons of Force Majeure and provided that you shall within ten (10) days from the beginning of such delay notify the APCPDCL in writing of the cause of delay. APCPDCL shall verify the facts and grant such extension as facts justify.
13. **EXTENSION OF TIME:** If the completion of supply 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 the contract. However, such extension of time shall be for the purpose of penalty waiver only and payment of duties, taxes etc shall be regulated as per P.O or as per actual supplies whichever results in lower commitment to NPDC of AP Ltd.
14. **INSPECTION:** The accredited representative of NPDC of AP Ltd. shall have access to you or your subcontractor's works at any time/stage during working hours for the purpose of inspecting the materials and may select test samples from the materials going into plant and equipment or from the materials offered for inspection. You shall provide the facilities for testing such samples at any time. As soon as the materials are ready, you shall duly advise the NPDC of AP Ltd. and carryout the tests in the presence of representatives of the NPDC of AP Ltd.
- In case of material, not of acceptable quality or not conforming to the specification, the materials will be rejected. You have to re-offer the material for inspection. In such a case the 2nd inspection charges are to your account only. In case the materials are rejected in the 2nd inspection also, the NPDC of AP Ltd. reserves the right to cancel the order.
- For sampling plan for pre-dispatch inspection, maximum lot size of 10,000 meters shall be considered for acceptance test as per IS-13779/99. The procedure for testing shall be done as per IS:13779/99 sampling plan. The acceptance tests shall be done as per specification with amendments.
- The despatches shall be made only after the inspection to the NPDC of AP Ltd.'s satisfaction or such inspection is waived by this office.
- The acceptance and routine tests are as per the IS and tender specification.
15. **GUARANTEED TECHNICAL PARTICULARS:** As per the Guarantee Technical Particulars with latest amendments. They shall also conform to IS (Latest Version).
16. **DESPATCH INSTRUCTIONS:** All the materials must be consigned and despatched as per the despatch instructions to be issued after inspection and the bills sent.
17. **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 equipments reach the departmental stores without damages after transport by Rail or road. The packing should stand unloading and inter stores transfer with reasonable care.

- (ii) The supplier, whenever he dispatches materials to consignees, would 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 packing slip shall be as follows.

PACKING SLIP:

1. Purchases 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 rate applied.
5. Total quantity supplied under the purchase order. The supplier shall invariably send to the purchasing officer, a copy of the delivery challan whenever materials are dispatched.

18. IT MAY BE NOTED THAT:

- (a) Prices cited are FIRM free at destination stores.
- (b) Inclusive of Excise Duty & Cess on ED @ 12.36% , CST @ 1.5 % and Freight & Insurance is NIL.
- (c) The ownership of the materials would rest with you till they are 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:** The meters shall be marked with your trademarks, month and year of manufacture, P.O.No./ Date, Sl.No. and the letters "NPDC of AP Ltd.". The words of guarantee period "**5 years**" must also be etched on the nameplate in **Red colour**. The meters shall bear the long lasting company seals before despatch in support of 5 years guarantee.
- (h) The metallic label containing the above details shall be engraved on the top cover of the box in addition, letters **5 years guaranteed** also shall be engraved on the top cover of the box in the moulding itself.
- (i) The name of the company or logo shall be provided on the meter cover.
- (j) The push button shall be provided in such a way that it is easily operable with fingers.

19. GENERAL:

- (i) Your bills in duplicate alongwith 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, APNPDC, Vidyuth Bhavan, Nakkalagutta, Hanamkonda -506001.

- (iii) All Correspondence regarding bills, payments etc. should be addressed to the Paying Officers cited in the dispatch instructions with a copy to the Pay Officer, APNPDCL, Vidyuth Bhavan, Nakkalagutta, Hanamkonda-01.
- (iv) All and any disputes or differences arising out of or touching this order shall be decided by courts or tribunals situated in Warangal. 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 quotation and confirmation letter for Letter of Indent.
- (vi) Please return within a period of 15 days the CONTRACT FORM (enclosed) and one copy of the purchase order duly signed in token of acceptance of all the terms and conditions of this order.
- (vii) The Performance Security of 10% of purchase Order value shall be submitted within 15 days on the receipt of this Purchase Order.

Yours faithfully,

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

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/APCPDCL, 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.

CONTRACT FORM

THIS AGREEMENT made the. day of. 200 Between.(Name of Purchaser) of the one part and.(Name of Supplier) of the other part:

WHEREAS the Purchaser invited bids for certain Materials / equipment and ancillary services viz.,

.....(Brief description of Materials / equipment and Services) and has accepted a bid by the Supplier for the supply of those Materials / equipment and services in the sum of.(Contract Price in Words and Figures) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions will have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents will be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Materials / equipment and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Materials / equipment and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the Materials / equipment and services which will be supplied/ provided by the Supplier are as under:

Sl. No.	Brief Description of Materials / Equipment & services	Quantity to be supplied	Unit Price Rs.	Total Price Rs.	Delivery Terms

TOTAL VALUE:(Rupees _____only)

DELIVERY SCHEDULE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed on the day and year first above written.

Signed, Sealed and Delivered by the

said.(for the Purchaser)

in the presence of.

Signed, Sealed and Delivered by the

said.(for the Supplier)

in the presence of.

NOTE: To be executed on a Rs.100/- Non-judicial stamp paper.