



By Regd. Post with Ack. Due :

In duplicate

**NORTHERN POWER DISTRIBUTION COMPANY OF A.P. LIMITED
CORPORATE OFFICE, WARANGAL- 506 001.**

(REPEAT PURCHASE ORDER)

Ph : 0870-2461507

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From:

To

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. Stelmec Limited,
“Sea Queen”, 43-A,
H.K. Bhabha Road, Bandstand,
Bandra (W), Mumbai-400050.
TIN No: 27480374589 C
PAN No. AA ECS5686B

P.O.No.CGM/P&MM/NPDCL/WGL/GM/DE-2/A4/STN-73/12-13/PM- 4130, Dt: 30-01-2014.

Sir,

Sub:- NPDCL – WGL. – Repeat Order for supply of 24V DC Non directional Numerical 3O/C+1 E/F Relays (IDMTL with Highset features) 1A & 5A (Multiple Secondary Current Option) – Issued – Reg.

Ref:-1. Tender Specification No.CGM/P&MM/STN-73/2012-13.

2. PO.No.CGM/P&MM/NPDCL/WGL/GM/P2/A4/STN-73/12-13/PM-4089, Dt.30-08-2013.

3. Lr.No.CGM/P&MM/NPDCL/WGL/GM/P2/A4/STN-73/12-13/D.No.3619, Dt.30-12-2013.

4. Your Letter of Acceptance dated 07-01-2014.

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1) **ACCEPTANCE** : I, acting for and on behalf of and by the order and direction of A.P.NPDCL accept the rate for supply of materials mentioned in “Schedule of Materials clause” 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 and Excise Duty (Incl. of CESS) @ 12.36% ,CST@ 2% against Form-C and F&I @Rs.414.81

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.

The unloading charges at destination stores shall be to APNPDCL’s account.

3) **SCHEDULE OF MATERIALS**:

Sl. No.	Description	Qty. in Nos.	Rate per each		Amount	
			Rs.	Ps.	Rs.	Ps.
1	24V DC Non Directional Electronic Numerical 3O/C+1E/F Relays (IDMTL with Highset features) 1A & 5A (Multiple Secondary Current option)	1A: 60Nos. 5A: 20Nos	Rs. 9357.61		7,48,609.00	
			Breakup Price			
			Ex-works	: Rs. 7803.00		
			ED & Cess	: Rs. 964.45		
			@12.36%			
			F&I	: Rs. 414.81		
CST @2%	: Rs. 175.35					
	against Form-C					
	Total		: Rs. 9,357.61			
			TOTAL		7,48,609.00	
(Rupees Seven Lakhs Forty Eight Thousand Six Hundred and Nine 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 supply of above quantity is as follows:

By the end of	Qty. in Nos.	
	Non Directional Numerical Relays 24V, 1A	Non Directional Numerical Relays 24V, 5A
31-03-2014	60	20
TOTAL	60	20

- a). However you may advance the supplies to meet the urgent requirements of APNPDCL'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 APNPDCL's responsibility and any expenditure incurred for unloading is to APNPDCL's account only.
- e). The Company shall have the right to vary the ordered quantity by + or minus 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 Security 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 APNPDCL 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.

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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/NPDCL, Warangal , immediately after delivery at destination stores. One copy of the From-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 APNPDCL due to any other reason when it is not possible to recover such amounts under the contract resulting out of this tender specification, the APNPDCL reserves the right to collect same from any other mounts and or bank guarantees given by you due to or with the APNPDCL.

xi). 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 APNPDCL officers, the APNPDCL reserves the right not to accept the materials against subsequent despatches made by the supplier and only the supplier will be responsible for any demurrages, wharfages or damage occurring to the consignment despatched.

8. DESPATCH : Please arrange to supply the articles specified herein and dispatch them by goods train or lorry freight prepaid to the persons and stations which will be issued separately.

9. ACKNOWLEDGEMENT : The railway receipt/lorry 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. Copy of the Invoice shall be sent to this office as soon as dispatch is made.

10. LOSS OR DAMAGE : a) You are responsible for the safe delivery of the goods in condition at destination stores. You should acquaint yourself 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 or any internal parts which cannot ordinary be detected on a 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 APNPDCL.

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c). If no steps are taken within 15 days of receipt of intimation of defects or such other reasonable time as the APNPDCL may deem proper to afford the APNPDCL may without prejudice to its other rights and remedies cause to be repaired or rectified the defective materials or replace the same and recover or rectified the defective materials or replace the same and recover the expenditure incurred therefore from the deposits such as BID SECURITY AND PERFORMANCE or other money available with the APNPDCL or by resorting to legal action and also decline to accept further delivery of materials equipment.

d). Where any plant/machinery or other materials supplied by you is found to be defective or in whole or in part WITHIN 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.

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. For the purpose of any legal construction, the material shall be deemed to pass into APNPDCL'S ownership only at the destination stores where they are delivered and accepted.

f). The APNPDCL reserves the right apart from the above said provisions, not to accept further despatches of materials and 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 : i) The materials have been guaranteed by you for satisfactory operation for a period of 18 months from the date of receipt at stores by the consignees in good condition.

ii) Please note that you shall rectify or replace the defective materials within 15 days of receipt of intimation of defects or such other reasonable time as the APNPDCL may deem proper to afford failing which payment to the extent of failed units will be deducted from the bills/subsequent bank guarantee.

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 as per the agreed 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, the APNPDCL may at its option demand and recover from you an amount equivalent to half percent (½%) 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 value of the contract. This right of the APNPDCL, 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 at the destination stores in good condition will be taken as the date of delivery.

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 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 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 verification/ revision the APNPDCL shall be given credit to that extent.

v). In case of supplier who has not adhered to the delivery schedule APNPDCL 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 APNPDCL mentioned in the first Para of this clause.

15. **FORCE MAJEURE:** The supplier 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 Government, fires, floods, epidemics, quarantine restrictions, strikes, lockouts, riots, freight embargoes and provided that the supplier shall within ten (10) days from the beginning of such delay notify the APNPDCL in writing of the cause of delay. The APNPDCL shall verify the facts and grant such extension as facts justify.

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. **INSPECTION :** The accredited representatives of the APNPDCL shall have access to your or yours sub-contractor’s works at any time during working hours for the purpose of inspection 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 APNPDCL and carryout the tests before the representatives of the APNPDCL. The dispatch shall be effected only if the test results comply with the specification. The despatches shall be made only after the inspection by the APNPDCL’s officer is completed to APNPDCL’s satisfaction or such inspection is waived by this office.

The APNPDCL 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 you.

18. **DESPATCH INSTRUCTIONS:** All the materials detailed in Clause –3 must be consigned and the bills sent as per the dispatch Instructions noted below after inspection (or) as per the instructions issued by this office time to time.

Description of materials	To be sent to the APNPDCL'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** : 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 Air, Sea, Railway and/or Road. The packing should stand unloading and inter stores transfer with reasonable care.

ii) Whenever you dispatch materials to consignees, 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:

P A C K I N G S L I P:

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 applicable.
4. Qty. now supplied and rate applicable.
5. Total qty. supplied under the Purchase Order.

iii) You shall invariably send to the Purchasing Officer a copy of the delivery challan whenever materials are dispatched.

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) Freight charges shall be prepaid.
- d) The materials may be duly insured at your cost as per specification.
- e) **Name Plate** : The equipment shall be marked with your trade mark, Sl.No. and the month and year of manufacture. The Purchase Order and the words APNPDCL must be etched on the Name Plate.
- f) The unloading charges at the stores shall be to AP-NPDCL account.
- g) The APNPDCL shall have right to vary the quantity by + or minus 50% of the ordered quantity during the execution of the contract with due notice.

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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), 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 Chief General Manager (Finance), NPDCL, Warangal

iv). All and any disputes or difference 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 institutes elsewhere.

v). Unless otherwise specified, you shall abide by all the terms and conditions specified in the Specification.

vi). Please return within a period of 15 days one copy of the Purchase Order duly signed in token of acceptance of all the terms and conditions of this order.

Encl: Contract Form, GTP & Drawings.

Yours faithfully,

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

We accept all the terms and conditions of the Purchase order and specification.

SIGNATURE OF THE SUPPLIER.

Copy to The Chief General Manager/ Finance/APNPDC Ltd/Warangal.

Copy to the Chief Engineer/ Zone/ Warangal & Nizamabad.

Copy to The Superintending Engineers/Opn./WGL,KMM,KNR,NZB & ADB.

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

Copy to The Divisional Engineer/M&P/ WGL, KMM, KNR & NZB.

Copy to The Divisional Engineer/MRT/ Mancherial & Nirmal.

Copy to The Asst. Divisional Engineer/Dist. Stores/ WGL, KMM, KNR, NZB & NML.