



**By Regd. Post with Ack./ Due:**

**In Duplicate:**

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

**(REPEAT PURCHASE ORDER)**

**Phones: 0870-2461507.**

**Phone: 0870-2565412/2420229.**

**Fax : 0870-2461519.**

**Fax :**

From

To

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

**M/s. Southern Agencies, (210025)  
11-25-79/89, M.G. Road,  
Warangal – 506 002.**

<b>SAP CONTRACT No:</b>	<b>5</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>0</b>
<b>SAP PO. No.</b>	<b>4</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>8</b>	<b>8</b>	<b>2</b>

**P.O.No.CGM/P&MM/NPDCL/WGL/GM/DE-2/A4//PM- 4164 , Dt: 11-06-2014**

Sir,

**Sub:-** NPDCL - Wgl - **Repeat Order** for Supply of 1.5 Ton Split Air Conditioner with stabilizer for Chief General Manager(Projects)/NPDCL/Warangal at Corporate Office, Nakkalagutta, Warangal - Order - Issued - Reg.

- Ref:-**
- 1). P.O.No.CGM/P&MM/NPDCL/WGL/GM/DE-2/A4/PM-4105, Dt.26-11-2013
  - 2). Office Note approved on 03-06-2014
  - 3). U.O. Note No. CGM/Projects/EE/Civil/NPDCL/Wgl./D.No.233/14-15, Dt.03-06-2014
  - 4). U.O. Note No. CGM/P&MM/NPDCL/WGL/GM/P2/A4/F.AC/D.No.643, Dt.06-06-2014
  - 5). Your Letter of Acceptance dated 07-06-2014
  - 6). U.O. Note No. CGM/Projects/EE/Civil/NPDCL/Wgl./D.No.258/14-15, Dt.09-06-2014.

**00oo00**

1. **ACCEPTANCE:** I, acting for and on behalf of the Northern Power Distribution Company of Telangana Limited accept the rates for supply of 1.5 Ton Split Air Conditioner with stabilizer for Chief General Manager(Projects)/ TGNPDCL/ Warangal at Corporate Office, Nakkalagutta, Warangal 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, inclusive of all taxes and duties.
3. **SCHEDULE OF MATERIALS:**

Sl. No.	Particulars	Qty. in Nos	Rate/ E	Total Amount
1	Godrej 1.5Ton Split A/c Model GSC 24FR 3(3star) with 4KV Voltstab Steblizer (we will provide 4mts copper wire, incase extra per running mt.500/- charge)	1	30,400.00	30,400.00
Grand Total in Rupees:				<b>30,400.00</b>
(Rupees Thirty Thousand Four Hundred only)				

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 Rs.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 materials should be supplied within 4-5 weeks from the date of Technically & Commercially clear order from the date of receipt of order. The TGNPDCL 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.

*Contd...2*

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.

The TGNPDCL shall have the right to increase or decrease the ordered quantity by +/- 50% at any time during the execution of order after due notice.

6. **PERFORMANCE SECURITY:** Performance Security is waived.
7. **PAYMENTS:**
  - a) 100% payment would be made after receipt of material by the consignee in good condition against proforma invoice/ Form -13. The Proforma Invoice /Form-13 shall be sent immediately for arranging Payment.
  - b) A copy of delivery challan may be sent to Chief General Manager (Finance)/ TGNPDCL / Warangal for regularization of payment made.
  - c) If you have received any over payments by mistake or if any amounts are due to the TGNPDCL due to any other reason, the excess amount shall be returned to TGNPDCL by way of demand draft drawn in favour of Pay Officer, TGNPDCL, Warangal.
  - d) Subject to final completion of the materials supplies, based on actual quantities transported the amounts due to TGNPDCL must be paid by the firm similarly and amounts due in the regard, will be paid by TGNPDCL.
  - e) 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 TGNPDCL's Officers, the TGNPDCL 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.
8. **DESPATCH:** Please arrange to supply the articles specified herein and despatch them by Lorry/Goods Train FREIGHT PAID to the persons and stations noted separately.
9. **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.
10. **LOSS OR DAMAGE AND 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 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.

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 TGNPDCL may deem proper to afford the TGNPDCL 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 TGNPDCL 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 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 construction, the materials shall be deemed to pass into TGNPDCL'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 confirming to the Purchase Order specification.

11. **DEFECTIVE SUPPLIES:** If during the Eighteen 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.
12. **GUARANTEE:** The equipment supplied shall be warranted for satisfactory performance for a period of 18 months from the date of supply of materials in good condition.
13. **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 TGNPDCL 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 TGNPDCL 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.
14. **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 TGNPDCL in writing of the cause of delay, the TGNPDCL 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.
15. **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.
16. **INSTALLATION & COMMISSIONING:** The equipment supplied shall be installed, tested and commissioned free of cost.
17. **DESPATCH INSTRUCTIONS:** All the materials detailed in clause 3 must be consigned and dispatched and the bills shall be sent to as follows:

Description	To be sent to the TGNPDCL's Stores at	Materials to be consigned and dispatched to ADE/ District Stores/ TGNPDCL	Bills to be sent to
As per Schedule of Materials in Clause No. (3)	Warangal	Warangal	Paying Officer

18. **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.

19. **NOTE:** It may be noted that.
- a) The prices noted below are Firm in rupees and as noted at Clause 2.
  - b) The ownership of the materials would rest with you till they are all received at destination in good condition.
  - a) Railway/Freight charges should be prepaid.
  - b) 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.
20. **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), TGNPDCL, Warangal.
  - iii) All correspondence regarding bills, payments, etc. should be addressed to the Paying Officer/ TGNPDCL/ Warangal.
  - iv) 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.
  - v) 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/TGNPDCL/Warangal.**

We accept all the terms and conditions of this order

**SIGNATURE OF THE SUPPLIER.**

**Copy communicated to:**

The Chief General Manager/Projects / TGNPDCL/ Warangal  
The Chief General Manager/Finance / TGNPDCL/ Warangal.

**Copy to:**

The Superintending Engineer/ Operation/ Warangal.  
The Pay Officer/TGNPDCL/Warangal  
The Accounts Officer, Expr, O/o., SE/ Op/ Warangal.  
Copy to the Executive Engineer/Civil/ TGNPDCL /Warangal  
The Asst. Divisional Engineer/District Stores/ Warangal. (\*\*)

(\*\*) The above Air Conditioner is utilized for CGM/Projects at Corporate Office, TGNPDCL, Nakkalagutta, Warangal.