

**By Regd. Post with Ack. Due:****In duplicate:**

**NORTHERN POWER DISTRIBUTION COMPANY OF A.P LIMITED,  
CORPORATE OFFICE, WARANGAL-506 004.**

**PURCHASE ORDER**

**Phones: 0870-2461507.  
Fax : 0870-2461519.**

**Ph : 08562 – 200102.  
Fax: 8099010003.**

**From**

The Chief General Manager / P&MM,  
# 2-5-31/2, 1<sup>st</sup> Floor, Vidyuth Bhavan,  
A.P.N.P.D.C.L, Corporate Office,  
Nakkalagutta, Hanamkonda,  
Warangal – 506 001.

**To**

M/s. Shirdi Sai Electricals Limited,  
13/82, Industrial Estate, RIMS Road,  
Mamillapalli Village,  
Kadapa – 516 002.  
Prop: Mr. N. Visweswara Reddy

<b>SAP No.</b>	<b>5</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>7</b>	<b>8</b>	<b>0</b>
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**P.O.No.CGM/P&MM/NPDCL/Wgl./GM/DE-2/A3/PM-4144/13, Dt. 21-03-2014.**

Sir,

**Sub :** NPDCL/Wgl. - Order for supply of 33/11KV, 5MVA Power Transformers against Specification No. OT-30/13-14 – Issued – Reg.

**Ref :** 1. T.O. Specification No.OT-30/13-14.  
2. Your Technical Bid opened on 22-11-2013.  
3. T.O. Lr. No.CGM/P&MM/NPDCL/WGL/GM/DE-2/A3/  
OT-30/13-14/D.No. 4442, Dt. 01-03-2014.  
4. Your acceptance letter No. SSE/APNPDCL/2013-14/788/  
Dt. 05-03-14, received on Dt. 10.03.2014.  
5. Vendor Registration No:- CI-166/10-11, Valid upto 1.9.2014

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- 1. ACCEPTANCE :** I, acting for and on behalf of and by the order and direction of the Northern Power Distribution Company of A.P Limited accept the rate for supply of 20 Nos.33/11KV, 5 MVA Power Transformers with guaranteed losses as mentioned in “Schedule of Materials” as per the above cited correspondence subject to the following terms and conditions.
- 2. PRICES :** The prices noted in “Schedule of Materials” are in rupees, free at destination stores (FADS) inclusive of Freight & Insurance Excise duty @ 12.36%, and VAT @ 5%. The unloading of the materials at the destination stores shall be arranged by the consignees at APNPDCL’s cost.

The prices of 5 MVA Power Transformers with OLTC are variable as per the IEEMA Price Variation formula/Tender Specification with base date 01-10-2013 with 30% ceiling on positive side and no ceiling on negative side as below.

$$P = \frac{Po}{100} \left\{ 13 + 23 \frac{C}{Co} + 27 \frac{ES}{ESo} + 9 \frac{IS}{ISo} + 5 \frac{Im}{Imo} + 11 \frac{TO}{TOo} + 12 \frac{W}{Wo} \right\}$$

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 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/CST 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 price variation bills shall be claimed separately which will be paid after approval of the same by this office, and after payment of recoveries, if any, intimated by field officers. You shall claim only the prices as indicated in the Purchase Order in your regular bills.

The date of delivery for the purpose of price variation, shall be the date on which the equipment is ready for inspection/dispatch (in the absence of such notification, the date of manufacturer's dispatch note shall be considered as the date of delivery).

The contracted delivery date for the purpose of price variation, shall be the purchase order contracted delivery date including any agreed extension there to whichever shall result in least price.

The date of receipt of material at stores for the purpose of price variation, shall be actual date of receipt of material at destination stores, if the material is received beyond the contracted delivery date.

### 3. SCHEDULE OF MATERIALS :

Sl. No	Description	Qty. in Nos.	FADS Rate per Unit		Amount		
			Rs.	Ps.	Rs.	Ps.	
1	5000 KVA, 33/11 kV, 3-phase Delta/Star, 50 cycles, oil immersed, naturally self cooled, core type, outdoor power transformer ( <b>double wound</b> with insulated copper wire conductor ) conforming to latest IS-2026/77 (WITH AMENDMENTS IF ANY) with ON LOAD TAP CHANGING GEAR on HV side for HV variation of +5% to -15% in 16 equal steps of 1.25% with accessories and with required oil conforming to ISS - 335/83 with latest amendment effective from 1 <sup>st</sup> July 1987 and as per Spec. No.OT-30/13-14. <b>Guaranteed Maximum Losses</b>  (i). No Load Losses : 4.5KW. (ii). Load Losses : 25.0 KW. (Tolerance on losses as per IS: 2026)	20	31,33,000.30		6,26,60,006.00		
<b>TOTAL:</b>						<b>6,26,60,006.00</b>	
<b>(Rupees Six Crores Twenty Six Lakhs Sixty Thousand and Six Only)</b>							

**Break-up Prices** :The break up price for 33/11KV, 5MVA Power Transformers as follows.

Sl. No.	Particulars	Amount in Rs.
1.	Ex-works price	26,33,973.09
2.	Excise Duty @ 12.36%	3,25,559.07
3.	Freight & Insurance	24,277.65
4.	VAT @ 5%	1,49,190.49
<b>Total price/each</b>		<b>31,33,000.30</b>

#### Note :

1. The above PTRs are guaranteed for a period of 5 years from the date of receipt of material at stores.
2. 3 sets of Drawing, GTP, and additional details shall be submitted within 15 Days of receipt of Purchase order.
3. You are requested to furnish **Temperature Rise type test reports** as per the relevant IS and in accordance with the specification before commencement of supplies as per specification.

4. **DELIVERY :** The materials shall be supplied as follows:

<b>Due Date</b>	<b>Quantity</b>
30.05.2014	5
30.06.2014	5
30.07.2014	5
30.08.2014	5
<b>Total</b>	<b>20 Nos.</b>

However, you may advance the supplies to meet the urgent requirement of APNPDCL 'S Works.

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.

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.

The Company shall have the right to vary the ordered quantity by + or - 50% at any time during the execution of the order.

5. **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 in Toto after receipt of P.O with in one week.

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,

A Bank Guarantee in the prescribed proforma issued by a Scheduled Bank acceptable to the Purchaser (or) a Banker's Cheque or Crossed Demand Draft or Pay Order payable at the Head Quarter of the Purchaser.

**(OR)**

The supplier may deposit with the APNPDCL a Demand Draft at the Head Quarter of the purchaser.

7. **PAYMENT :** 100% Payment would be made through commercial bills of exchange 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 after approval of Test Certificate whichever is later, subject to furnishing of Performance Security as per Clause (5).

No payment towards interest will payable in case the payment is delayed whatever reason.

**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.

With regard to segmenting the equipment i.e., equipment which requires several accessories before it is fully operational and which have been ordered as such the date of receipt will be the date on which the last such accessory is received at the stores.

- ii. The above bill of exchange shall be drawn with the due dates of payment specified therein duly taking into account minimum period of credit of 30 days calculated from the date of material receipt in consignment and shall be presented to the Paying Officer within a period of 15 days from the date of receipt of materials.
- iii. If the bills of exchange are presented after 15 days from the date of receipt of materials in good condition the credit period of 30 days will be reckoned only from the date of acceptance.
- iv. 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 APNPDCL's Paying Officers through Bank.
- v. 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. Test Certificate approval letter.
  - d. Form-13.

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 APNPDCL.

- vi. You shall furnish the routine Test Certificates for the equipment being offered for inspection along with your offer.
- vii. 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.
- viii. According to the Negotiable Instrument Act the Bills of Exchange be presented to the drawee (Paying Officer) for his acceptance at the drawee's office during his business hours and if the drawee requires time for acceptance, 48 hours time (exclusive of holidays ) should be given to him for acceptance.
- ix. 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 12 months from the date of such replacement/ renewal or until the end of guarantee period whichever is later.

- x. 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 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 A.P.NPDCL 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 despatch them by lorry freight prepaid to the persons and stations which will be issued separately.
- 9. 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. A copy of the invoice shall be sent to this office as soon as despatch is made.
- 10. LOSS OR DAMAGES :**
- i. 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.
  - ii. 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 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.
  - iii. 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 the expenditure incurred there for from the deposits such as performance or other monies available with the APNPDCL or by resorting to legal action and also decline to accept further delivery of materials/ equipment.
  - iv. 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 within 60 days from the date of the receipt of the intimation.
  - v. The defective portions or whole of the equipment so replaced or renewed should give satisfactory performance till the expiration of 12 (Twelve) Months from the date of such replacement or until the end of guarantee period whichever is later.

- vi. For the purpose of any legal construction, the materials shall be deemed to pass into APNPDCL's ownership only, at the destination Stores where they are delivered and accepted.
- vii. 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 the guarantee period or not confirming to the Purchase Order/ specification conditions.

#### 11. GUARANTEE :

- i. The equipment have been guaranteed by you for satisfactory operation for a period of **FIVE years** from the date of supply and the same shall be embossed on a separate metal sheet, painted prominently and welded to the transformer tank just below the Name Plate.
- ii. In case, any unit fails within the guarantee period the same shall have to be guaranteed by you for satisfactory performance for an extra period of 12 months from the date of re-commissioning. If the same unit fails again for **second time** within the guarantee period, you may be asked to replace it with a **NEW UNIT** at the discretion of APNPDCL.
- iii. Please note that you shall rectify or replace the defective materials within 30 days of receipt of intimation of defects or such other reasonable time as APNPDCL may deem proper to afford failing which payment to the extent of failed units will be deducted from the subsequent bills/bank guarantees.

**Note :- The loading charges for lifting and unloading charges after rectification of failed WGP PTR must be borne by supplier only.**

- iv. The Supplier warrants that the Materials / equipment supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The supplier further warrants that all Materials / equipment supplied under this Contract will have no defect, arising from a design and / or materials as required by the Purchaser's specifications or from any act of omission of the Supplier that may develop under normal use of the supplied Materials / equipment.
- v. All the material will be of the best class and will be capable of satisfactory operation in the tropics under service conditions indicated in General Terms & Conditions of the Specification without distortion or deterioration. No welding filling or plugging of defective parts will be permitted, unless otherwise specified, they will conform to the requirements of the propriate Indian, British or American Standards. (Where a standard specification covering the material in question has not been published, the standards of the American Society for testing of Materials should be followed).
- vi. The entire designs and construction will be capable of withstanding the severest stresses likely to occur in actual service and of resisting rough handling during transport.
- vii. If the supplier, having been notified, fails to rectify the defect (s) within the above period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense duly deducting the expenditure from subsequent bills / bank guarantee and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

- viii. NPDCL reserves the right to claim the financial loss incurred / suffered due to the failure of Power Transformers during the guarantee period.
- ix. If the failure after erection and commissioning at site is more than 5% the APNPDCL reserves the right to cancel the balance quantity of the order or take such suitable action deemed fit. The same will be treated as failure of basic contractual conditions and same to the organization if any can be claimed.
- x. 50% of the performance guarantee (Security) amount will be deducted in case the failure rate of Power Transformers is more than 5% and below 10% during warranty period.
- xi. 100% performance guarantee (Security) amount will be deducted in case the failure rate of Power Transformers is more than 10% during the warranty period.
- xii. The recovered performance guarantee (Security) amount will be replenished immediately from pending bills if any or direct by supplier.
- xiii. The supplier shall rectify and return the material failed within guarantee period duly repaired and tested as per approved Guaranteed Technical Particulars and tender specification within 30 days from the date of receipt of intimation without any cost, failing which performance bank guarantee shall be encashed without any notice.
- xiv. The above clause it self shall be deemed to be the notice issued to the supplier about encashment of Bank Guarantee incase of failure to adhere to timelines & no separate notice will be served.

**12. 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 the firm free of cost. A part from such liability, firm is liable for criminal prosecution as per law of the land.

**13. 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 (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% of total 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. 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.

- 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 APNPDCL in writing of the cause of delay, the APNPDCL shall verify the facts and grant such extension as facts justify.
- 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 the contract.
- 16. DRAWINGS AND MANUALS :** The following drawings of 3 sets shall be furnished for this office approval.
- a). Rating plate.
  - b). Diagram plate with tap position and relative HV/LV voltage.
  - c). Outline diagram i.e., complete dimensional drawing showing the general arrangement, fitting details, clearances and winding details.
  - d). Valve diagram.
  - e). Details of weather proof marshalling box.
  - f). Marshalling box wiring diagram.
  - g). Core coil assembly drawing and weights of main component parts (Internal construction).
  - h). Lighting arrestors mounting arrangement on the tank with necessary clearances between the tank and HV/ LV side LA's as per IS-2026.
  - i). Oil flow diagram.
  - j). General arrangement of OLTC (\*).
  - k). Schematic diagram of OLTC (for local manual and local electrical control).
  - l). Tap changing diagram.
  - m). Schematic control and Wiring diagram for all auxiliary equipment.
  - n). Large scale drawings of high and low tension windings of the transformer showing the nature and arrangement of insulation and terminal connectors.

(\*). As furnished by manufacturer and as per specification.

**NOTE :**

- i. Two Nos. detailed operation and maintenance manuals with each unit shall be supplied by you to our consignees.
  - ii. The detailed short circuit and temperature rise calculations shall be furnished along with the drawings.
- 17. QUALITY ASSURANCE PLAN :** The following information is to be furnished to this office within 15 days from the date of receipt of this order.
- i. List of raw materials as well as bought out accessories and the names of Sub -Suppliers.
  - ii. Type test certificates of raw materials and bought out accessories.
  - iii. Quality assurance plant (QAP) withheld points for Purchaser's inspection.



The quality assurance arrangements shall conform to the relevant requirements of ISO-9001 or ISO-9002 as appropriate and shall give a description of the quality system and quality plans as per Clause 9.3 (A) and (B) of the Specification.

#### 18. INSPECTION :-

- i. The accredited third party representative identified by APNPDCL shall have access to you or your sub-contractor's works at any time during working hours for the purpose of inspecting the materials during manufacturing of the plant and equipment and testing and may select test samples from the materials going into plant and equipment. The testing charges by third party identified by APNPDCL whenever the material offered for inspection shall be to the supplier's account.
- ii. The supplier shall keep this office informed 15 days in advance to enable the purchaser to depute his representative for witnessing acceptance and routine tests as per relevant IS.
- iii. You shall provide the facilities for testing of selected samples at any time. As soon as the materials are ready, you shall duly advise the APNPDCL and carryout the tests before the representative of the APNPDCL. The dispatch shall be affected only if the test results comply with the specification. The dispatches shall be made only after the inspection by the Third Party is completed to APNPDCL satisfaction or such inspection is waived by this office.

The Supplier shall furnish the following documents as proof of purchase of Core, Transformer Oil, Copper winding and other important materials along with each inspection offer for ensuring quality control :

- a) Invoice of the supplier.
- b) Mill's Test Certificate.
- c) Packing List.
- d) Bill of landing.
- e) Bill of entry certificate by Custom.
- f) Description of material, electrical analysis, physical inspection, certificate of surface defects, thickness and width of material wherever applicable.

**The core shall be constructed from high grade cold rolled non-ageing grain oriented silicon steel laminations, M4 or Superior Grade should be used in the Transformers and no second/ Defective/ Scrap CRGO Core finds way into the Transformers.**

**NOTE : Using second/ defective/ scrap CRGO Sheets or No-Load/ Load losses found to be more than the stipulated limit, heavy penalty will be imposed or Suppliers will be Blacklisted or both at the discretion of NPDCL.**

- iv. The APNPDCL may at its option get the materials inspected by a third party along with a APNPDCL's representative if it feels necessary and the inspection charges in this regard shall be borne by you.

The manufacturer shall offer the inspector representing the purchaser all reasonable facilities, without charges, to satisfy him that the material is being supplied, in accordance with the ISS/Specification.

- v. APNPDCL reserves the right to insist for witnessing the acceptance/ routine testing of the bought out items.

**Note :** Manufacture's authorized representative shall be present at the time of Commissioning of the Power Transformer.

- 19. CHALLENGE TESTING :** “The other manufacturer can also request challenge testing for any test based on specification and losses. The challenger would request for testing with testing fee. The challenge test fees are proposed at least three times the cost of testing. This is likely to deter unnecessary challenges. The challenger would have the opportunity to select the sample from the store and any such challenge should be made within the guarantee period. The party challenged, and the utility could witness the challenged testing.

The challenged testing would cover the

- i. Measurement of magnetizing current.
- ii. No Load losses test.
- iii. Load Losses test (At 50% loading or as per acceptance test).
- iv. Temperature rise test.

The challenge test could be conducted at NABL accredited laboratory, like ERDA and CPRI. If the values are within limit the product gets confirmed else not confirmed. No positive tolerance in losses is permitted. If the product is not confirmed the manufacturer would pay the challenge fee and challenger would get the fee refunded. However as redressal system the challenger would allowed to ask for fresh testing of two more samples from the store and the same be tested in NABL laboratory in presence of party challenged, challenger and the utility.

If any one or both sample does not confirm the test then the product said to have failed the test. In such cases the manufacture will be declared as unsuccessful manufacturer for the said product with wide publicity and would not be allowed to compete in tenders of the Boards for the period of three years and heavy penalty would be imposed.

**20. TEST CERTIFICATES :**

- i. Latest certificates containing the results of the tests as per IS-2026/1977 (or Latest issue) must be submitted to the Chief General Manager/(P&MM), APNPDCL, Warangal and got approved by him before sending bills for payment which will not be paid unless these are approved (vide Clause-7).

**21. PENALTY FOR EXCESSIVE LOSSES :**

- i. The entire lot will be rejected in case the losses observed are more than the losses quoted by the bidder during inspection.
- ii. At the time of acceptance at stores if the losses observed are more than the losses quoted by the bidder then all such units will be rejected.
- iii. After installation in the field, if it is found that the actual measured losses are more than the values as quoted by the bidder, penalty should be recovered from the bidder at double the loss capitalization formula as mentioned below :-

<b>No load losses</b>	<b>:</b>	<b>Rs. 2,17,515 per KW</b>
<b>Load losses</b>	<b>:</b>	<b>Rs.28,772 per KW</b>

- iv. The penalty amount will be recovered from any one of the bill amounts against the lot offered for inspection. For the purpose of price variation, the penalty amount will be deducted form the cost of transformers, whose losses have exceeded the guaranteed value, price variation will be admitted on an average basis for all these Transformers which exceed the guaranteed losses.
- v. The APNPDCL reserves the right to reject any transformer, if during tests at supplier’s works, the tested no load losses and total losses exceeds the corresponding maximum guaranteed losses.

- 22. GUARANTEED TECHNICAL PARTICULARS :** The technical particulars as per IS & Annexure – I have been guaranteed by you for the supplies against this order.
- 23. TRAINING OF DISCOM PERSONNEL :** APNPDCL reserves the right to depute its personnel at your works relating to design, manufacture, assembly, testing and operation & maintenance in batches. You shall provide necessary facilities during training period specified by APNPDCL free of cost.
- 24. DISPATCH INSTRUCTIONS :** All the materials detailed in Clause-3 must be consigned and dispatched as per dispatch instructions to be issued after inspection and the bills sent to as follows:

Sl. No.	To be sent to the APNPDCL's Stores at	Materials to be consigned and despatched to ADE/Dist.Stores/ NPDCL	Paying Officer to whom bills & RR to be sent to Accounts Officer/ Expr.,O/o.SE/OP.
1	Warangal	Warangal	Warangal
2	Karimnagar	Karimnagar	Karimnagar
3	Khammam	Khammam	Khammam
4	Nizamabad	Nizamabad	Nizamabad
5	Nirmal	Nirmal	Adilabad

**25. 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 Road. The packing should withstand unload and inter stores transfer with reasonable care.
- ii. Whenever you dispatch materials to consignee, 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:

**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 rates applied.
  6. Programme for supplying the balance quantity to the stores.
- iii. You shall invariably send to the Purchasing Officer a copy of the delivery challan whenever materials are despatched.

**26. Note :** It may be noted that

- i. The prices cited are 'Variable' and are as per Clause (2).
- ii. The ownership of the materials would rest with you till they are all received at destination in good condition.
- iii. Freight charges shall be prepaid.
- iv. The materials may be duly insured at your cost as per specification.
- v. **Interchangeability:** All similar materials and removable parts of similar equipment shall be interchangeable with each other.

- vi. **Name Plate :** The equipment shall be marked with your trade mark, Sl. No. and the year of Manufacturer, capacity and other details as specified in the relevant ISS/Specification. The Purchase Order No., date and words 'APNPDCL' must be etched on the Name Plate.

**27. GENERAL :**

- i. Your bills in duplicate along with a duplicate copy of invoice and sub standing 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 Pay Officer, APNPDCL, Warangal.
- iv. All and any disputes or differences arising out of or touching this order shall be decided by courts or tribunals situated in Warangal/Hanamkonda cities. 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 Specifications No.OT-30/13-14.**
- vi. This is in regularization of preliminary acceptance Letter of Intent Lr. No. CGM/P&MM/NPDCL/WGL/GM/DE-2/A3/OT-30/13-14/D. No. 4442, Dt. 01-03-2014.
- vii. 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. If you fail to acknowledge the receipt of this Purchase Order within 15 days, you will be deemed to have accepted this contract on the terms and conditions setout herein.

**Encl:** GTP.

**Yours faithfully,**

**CHIEF GENERAL MANAGER,  
P&MM/NPDCL/WARANGAL**

We accept all the terms & conditions of this order and specification.

**Signature of the Contractor.**

**Copy communicated to :-**

The Chief General Manager/ Expr./APNPDCL/Warangal.  
The Chief General Manager/MRT/NPDCL/Warangal.  
The Chief General Manager/P&MM/APSPDCL/H. No. 19-13-65/A,  
Kesavyanagunta, Tirupati.  
The Chief General Manager/P&MM/APCPDCL/4<sup>TH</sup> Floor, Corporate Office  
Mint Compound, Hyderabad – 500 004.  
The Chief General Manager/ P&MM/APEPDCL/ TPT Colony, Seetammadara,  
Visakhapatnam – 13.

**Copy to :-**

The Superintending Engineer/Opn./WGL, KNR, KMM, NZB, ADB.  
The Divisional Engineer/M&P/WGL, KNR, KMM, NZB.  
The Divisional Engineer/MRT/Mancherial & Nirmal.  
The Accounts Officer/Expr., O/o. SE/OP./WGL, KNR, KMM, NZB, ADB  
The Asst. Divisional Engineer/Dist. Stores/WGL, KNR, KMM, NZB, Nirmal.