

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

Phones: 0870-2461507.

Ph : 040-23712945.

Mail ID : cgmpmm@tsnpdcl.in.

Fax: 040-23702046.

FromThe Chief General Manager / P&MM,
2-5-31/2, 1st Floor, Vidyuth Bhavan,
T.S.N.P.D.C.L, Corporate Office,
Nakkalagutta, Hanamkonda,
Warangal – 506 001.**To**M/s. Sealwel Corporation,
Private Limited,
345/ SRT, S.R Nagar Colony,
Hyderabad – 38.**GSTIN No. 36AABCN2875L3Z1.**

SAP No.	5	1	0	0	0	0	2	9	5	3
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P.O.No.CGM/P&MM/NPDCL/Wgl./GM/DE-2/A3/PM-5977/19, Dt.24-07-19.

Dear Sir,

Sub : NPDCL/Wgl. – Purchase Order for supply of **7000 Kgs.** Silica Gel Blue against Specification No. STN-04/2019-20 - Issued – Reg.**Ref :** 1. This Office Specification No. STN-04/2019-20.2. Lr.No.CGM/P&MM/NPDCL/WGL/GM/DE-2/A3/STN-04/19-20/
D. No. 1654/19, Dt.16-07-2019.

3. Your acceptance letter Dt.23.07.19, received Dt.23.07.19.

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- Acceptance :-** I, acting for and on behalf of and by the order and direction of Northern Power Distribution Company of T.S. Limited accept the rates for supply of **7000 Kgs.** Silica Gel Blue, as indicated in the "**Schedule of Materials**" and as per the above cited correspondence to TSNPDCL subject to the following terms and conditions.
- Prices :-** The prices noted below are Firm in rupees, free at destination stores, inclusive of SGST@9% & CGST@9%.

The unloading of the materials at destination stores shall be NPDCL's responsibility and any expenditure incurred for unloading is to NPDCL's account only.

Any variation up or down in taxes or other statutory levies, or new levies introduced after placing of the order, under this specification, shall be to the NPDCL account, provided that in cases where the delivery schedule is not adhered to by the supplier and that, if there are increases in any taxes 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 variations / revision the NPDCL shall be given credit to that extent.

3. Schedule of Materials :-

Sl. No.	Name of the Material	Qty. in Kgs.	Rate/Kg. (Inclusive of all Taxes) in Rs.	Total Amount in Rs.
1	Silica Gel Blue indicating granules of high moisture absorbing capacity conforming to IS : 3401/ 1979 and 1992 for use in Transformer Breathers packed in Air-Tight double packing of 1 Kg. weight. The granules must be uniform size 6-9 mm.	7000	Ex-works : 135.59 SGST@9% : 12.20 CGST@9% : 12.20 Total : 159.99 (or) say as 160.00	11,20,000.00
(Rupees Eleven Lakhs Twenty Thousand 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. 200/- 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.

5. Delivery :- The supplies shall made as follows :-

Date	Quantity in Kgs.
25.08.2019	3500
25.09.2019	3500
Total	7000

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

- a). A Bank Guarantee in the prescribed proforma issued by a Scheduled Bank acceptable to the Purchaser.

(OR)

- b). 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 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).

NOTE :-

- i. The date of delivery would be the date on which the materials received in stores acknowledging receipt of materials at stores and certified the receipt of goods in good condition.
- ii. The NPDCL may at its option to get the material inspected by the third party if it feels necessary and all inspection charges in this connection shall be borne by you.
- iii. **The following documents pertains to materials supplied shall be sent by the supplier in full shape to the Assistant Divisional Engineer/ District Stores of concerned Circle who will issue the Form-13.**
 - i. Detailed packing list.
 - ii. GST Invoices.
 - iii. Test Certificate approval letter.
 - iv. 10% Performance Bank Guarantee Acceptance letter.
 - v. Other required documents.

The Assistant Divisional Engineer/District Stores of concerned Circle will issue Form-13 only when the supplier submits the above documents in full shape.

- iv. You shall furnish the 100% routine Test Certificates for the equipment being offered for inspection along with your offer and got approved by this office before the bills become due for payment, failing which the payment against the bills would be stopped.
- v. One additional copy of the each delivery challan, Form-13, Invoice, packing list and Test Certificates shall be sent to CGM/ P&MM / NPDCL, Warangal, immediately after delivery at destination stores. One copy of the Form-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.200/-. 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 NPDCL due to any other reason when it is not possible to recover such amounts under the contract resulting out of this tender specification **STN-04/19-20** the NPDCL reserves the right to collect same from any other amounts and or bank guarantees given by you due to or with the NPDCL.
- viii. When you do not at any time, fulfill your obligation in replacing/ rectifying etc., of the damaged/ defective materials/ equipment in part or whole promptly to the satisfaction of the NPDCL officers, the NPDCL reserves the right not to accept the materials/ equipment against subsequent dispatches made by the supplier and only the supplier will be responsible for any demurrages, wharfages or damage occurring to the consignment dispatched.

8. **Despatch :-** Please arrange to supply the materials specified herein and dispatch them by goods train/ lorry freight prepaid to the persons and destination Stores which will be issued/intimated to you 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 TSNPDCL as soon as dispatch is made.
10. **Loss or Damages :**
- a). 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.
- 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 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 TSNPDCL.
- c). If no steps are taken within 15 days of receipt of intimation of defects or such other reasonable time as the TSNPDCL may deem proper to afford, the TSNPDCL 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 Earnest Money, Security Deposit and Performance or other monies available with the TSNPDCL or by resorting to legal action and also decline to accept further delivery of materials/equipment.
- Whether 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 7 days from the date of receipt of the intimation.
- d). The defective portions or whole of the plant/ machinery or other materials 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.
- e). For the purpose of any legal construction, the materials shall be deemed to pass into TSNPDCL's ownership only, at the destination Stores where they are delivered and accepted.

- f). The TSNPDCL 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 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 consignees in good condition i.e., from the date of issue of Form-13.
- 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 NPDCL may deem proper to afford failing which payment to the extent damaged materials will be deducted from the subsequent bills/ Bank Guarantee.
- iii. Soon on receipt of approval of Test Certificates, GST Invoices and 10% Performance Bank Guarantee acceptance letter and other required documents to the concerned Asst. Divisional Engineer/ District Stores, shall take the material into stock that are in good condition and issue Form – 13.

- 12. Defective Supplies :-** If, during the guarantee period, any of the materials/goods are found to be defective in materials or workmanship, they shall be replaced by you free of cost.

- 13. Debarring/Blacklisting :-** The firm will be Debarred/Blacklisted.

- i. If its delivery and quality performances are not upto standards.
- 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.

14. Penalty for Late Delivery :-

- a). **General :** The delivery of materials/ Equipment as per the agreed schedule of delivery is the essence of the contract.
- b). In case of delay in delivery of materials/ Equipment at destination for whatever be the reason, the TSNPDCL 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 the total value of the contract. This right of the TSNPDCL, 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/ Equipment at the destination stores in good condition will be taken as the date of delivery.

- c). Materials/ Equipment which are not of acceptable quality or not conforming to specification would be deemed to be not delivered.
- d). In case of supplier who has not adhered to the delivery schedule, TSNPDCL 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 TSNPDCL mentioned in the first para of this clause.

15. 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:".

- 16. 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 TSNPDCL in writing of the cause of delay, the TSNPDCL 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.

- 17. 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.

18. Inspection :-

- a). The accredited representative of TSNPDCL shall have access to your manufacture works or your Sub ordinate's works, at any time during working hours for the purpose of inspecting the materials during manufacturing of the plant and equipment and for the testing and may select test samples from the material going into plant and equipment.

- b). You shall provide facilities for testing such samples at any time. As soon as the materials are ready you shall duly advise the TSNPDCL 15 days well in advance, enabling them to arrange for deputation of their representative and carryout the tests for any characteristics as per Specification, before the representative of the TSNPDCL. The dispatches should be effected only if the test results comply with the specification stipulated in the order. The dispatches shall be made only after the inspection by the TSNPDCL's Officers is completed to the TSNPDCL's satisfaction or such inspection is waived by TSNPDCL.

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

- c). The TSNPDCL reserves the right to insist for witnessing the acceptance/routine testing of the bought out items.
- d). Offered quantity for inspection will be inspected at random at the premises of the supplier by the accredited representative of TSNPDCL.
- e). The TSNPDCL may at its option get the materials inspected by the third party for conducting routine & acceptance tests along with an TSNPDCL's representative if it feels necessary and all inspection charges in this connection shall be borne by the supplier.

19. Test Certificates :-

- a). The latest certificates containing the results of the tests as per (or Latest version) must be submitted to the Chief General Manager (P&MM), TSNPDCL, Warangal and got approved by him before sending bills for payment which will not be paid unless these are approved vide Payment Clause.
- b). TSNPDCL shall have all rights to conduct type tests at its own cost by an independent agency. In the event of failure of Silica Gel Blue in such tests, the expenses incurred in testing shall be to the suppliers account. The entire lot will not be accepted for supply to TSNPDCL even after repairs.

20. 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 to be sent to as follows :-

Sl. No.	To be sent to the NPDCL's Stores at	Materials to be consigned and dispatched to ADE/Dist. Stores/ NPDCL	GST Invoices, 10% PBG Acceptance letter, approved TC and other required documents in full shape to be sent to ADE/DS (Instead of AO/Expenditure)
1	Warangal	Warangal	Warangal
2	Karimnagar	Karimnagar	Karimnagar
3	Khammam	Khammam	Khammam
4	Nizamabad	Nizamabad	Nizamabad
5	Nirmal	Nirmal	Adilabad

21. Packing :-

- a). 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 unloading and inter stores transfer with reasonable care.
- b). Whenever you despatch 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.
- c). You shall invariably send to the Purchasing Officer a copy of the delivery challan whenever materials are dispatched.

22. 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). Railway/Freight charges shall be prepaid.
- d). The materials may be duly insured at your cost as per specification.
- e). The sample sent by you is hereby approved and the supplies should be strictly in accordance with the approved samples.
- f). 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.

23. 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 Assistant Divisional Engineer/District Stores of Concerned Circle 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, NPDCL, 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 Specification.
- vi. This is in regularization of preliminary acceptance Letter of Intent Lr.No.CGM/P&MM/NPDCL/WGL/GM/DE-2/A3/**STN-04/19-20/** D. No.1654/19, Dt.16-07-2019.
- vii. Please return within a period of 07 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 07 days, you will be deemed to have accepted this contract on the terms and conditions setout herein.

Yours faithfully,
Sd./-
(B. ASHOK KUMAR)
CHIEF GENERAL MANAGER,
P&MM/NPDCL/WARANGAL.

We accept all the terms & conditions of this order.

Copy Communicated to :-

The Chief General Manager/Finance/NPDCL/Warangal.

The Chief General Manager/MRT/NPDCL/Warangal.

The Chief General Manager/P&MM/SPDCL/4TH Floor, Corporate Office
Mint Compound, Hyderabad – 500 004.

Copy to :-

The Superintending Engineer/Opn./WGL (Urban), WGL (Rural), Jangoan,
Mahabubabad, Bhupalpally, KNR, Jagitial, Peddapally, KMM, Kothagudem,
NZB, Kamareddy, ADB, NML, Mancherial & Asifabad.

The Divisional Engineer/MRT's/TSNPDCCL/ WGL (Urban), WGL (Rural), Jangoan,
KNR, Jagitial, Peddapally, KMM, Kothagudem, NZB, Kamareddy, ADB,
NML & Mancherial

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

The Asst. Divisional Engineer/Dist. Stores/WGL, KNR, KMM, NZB & Nirmal.(*).

(*)You are requested to issue Form-13 only when the supplier submits the GST Invoices, 10% Performance Bank Guarantee acceptance letter, approved Test Certificates and other required documents in full shape.

// FORWARDED BY ORDER//

Divisional Engineer/P&MM-2
TSNPDCCL/Warangal.

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:

	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.200/- Non-judicial stamp paper.

Sd./-
(B. ASHOK KUMAR)
CHIEF GENERAL MANAGER,
P&MM/NPDCL/WARANGAL.