CTD Order No RT39



ENERGY SAVED IS ENERGY PRODUCED

# TRANSMISSION CORPORATION OF ANDHRA PRADESH LIMITED

**From To**

The Chief Engineer, M/s. ProCoat Specialities Pvt Ltd.,

Rural Zone, 202, Kruti Commercial complex, 2nd floor

APTRANSCO, Opp Jai Ganesh Auto Centre,

Erragadda, Near Balaji Temple,

Hyderabad-500 045. 150 Feet Ring Road,

Andhra Pradesh Rajkot- 360005,

Fax.No. 040-23831147. Gujarat, India.

 Ph No. 0281-2460162, 2467521

 Fax 0281- 2465430.

**P.O. No: 24/ 2013-14 CE/ RZ / HYD / ADE (O&M) /F.P.O. /D.No. 2724 /13, Dt. 11-11 - 2013**

Sir,

Sub : Rural Zone/Hyderabad –Supply of advanced polymer coating for the protection of Towers and Structures

 in chemically polluted environment at Loc Nos. 37/1, 37/2, 37/3, 37/4, 40 and 41 in 132KV

 Pashamailaram-VBC-Kandi Line.– Detailed Purchase Order – Issued.

Ref : 1) Lr No. SE/TL&SS/SRD/ADE(T)/ F. Estimate / D No.568/13 Dt 16-07-2013.

 2) Lr No. CE/RZ/Hyd/ADE(O&M)/AE-I/ F. / D No. 1532/12 Dt 23-07-2013.

 3) Lr.No.CE/TR/SE-Lines/DFID-Lines(O&M)/F.rz-hyd/D.No.141/13,dt:06.08.2013.

 4) Lr No. CE/RZ/Hyd/ADE(O&M)/AE-I/ F. / D No. 1969/13,Dt 03-09-2013.

 5) Tender Spec.NoCE/RZ/O&M/e-13/2013-14.

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 I acting for and on behalf of and by the order and direction of the APTRANSCO accept your quotation for supply of advanced polymer coating for the protection of Towers and Structures in chemically polluted environment at Loc Nos. 37/1, 37/2, 37/3, 37/4, 40 and 41 in 132KV Pashamailaram-VBC-Kandi Line.as per the terms and conditions set out in this order.

1. **Acceptance :** I acting for and on behalf of the Transmission Corporation of Andhra Pradesh Limited accept the rates for supply of advanced polymer coating for the protection of Towers and Structures in chemically polluted environment at Loc Nos. 37/1, 37/2, 37/3, 37/4, 40 and 41 in 132KV Pashamailaram-VBC-Kandi Line.
2. **Prices :** The prices noted below are FIRM in Indian Rupees, F.O.R. destination and exclusive of Packing & Forwarding, Excise Duty, CST (As per the schedule of materials and prices).
3. **Despatch :** Please arrange to supply of the articles specified herein and despatch them by goods / passenger train / road by freight prepaid to the persons and stations noted in the despatch instructions elucidated in the purchase order.
4. **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 directly in token of receipt of the goods.
5. **Loss or Damage :** External damages or shortages that are prima-facie due to the result of rough handling in transit or due to defective packing will be intimated to you within a fortnight of receipt of materials, shortages if any, which cannot ordinarily be detected on a superficial visual examination due to bad handling in transit or defective packing or other reasons, would be intimated within two months from the date of receipt of these articles. In such case defective materials should be replaced by you at free of cost.
6. **Schedule of Materials and Prices:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Sno** | **Description** | **Unit Price Per Liter**  | **Quantity****Required** | **Total Price****Rs.** |
| 01 | **ProCoat – 1521** | **Rs.3,687.75** | 225 lit | 829743.75 |
| + Packing & Forwarding extra @2.5% (on material cost) | 20743.59 |
| + Excise Duty @12.36% (on material + P&F charges) | 105120.23 |
| + CST @2% against form C (on material + P&F + ED) | 19112.15 |
| **Total material cost including all taxes** | **9,74,720.00** |
| **(Rupees Nine Lakhs Seventy Four Thousands Seven Hundred And Twenty only)**  |

1. **Guarantee Period :** The quality of materials have been guaranteed by you for any defects in terms of usability for a period of 18 months from the date of receipt of materials at TLC/Stores, Erragadda, Hyderabad.
2. **Defective Supplies :** If during the guarantee period any of the goods are found to be defective in material quality or workman ship, they shall be replaced by you free of cost.
3. **Terms of Payment :**

 100 % payment will be made by APTRANSCO within 45 days from the date of delivery of the material in good condition at destination and upon the receipt of your bills in triplicate along with the advanced stamped receipt duly supported by the duplicate copy of the delivery challan duly acknowledged by the APtransco. Representative, in token of having received the materials in good condition and on submission of Bank Guarantee equivalent to 10% of contract price.

**Or**

1. **90% payment will be made within 45days from the date of delivery of materials at destination and upon receipt of bills in triplicate along with delivery challan and advanced stamped receipt. Balance 10% will be released on successful completion of guarantee period**

No interest will be paid in case the payment is delayed for whatever reason.

1. Payment of the materials supplied will be made by cheque on any scheduled bank at the headquarters of the paying officer as indicated in clause (14).
2. If the Supplier has received any over-payment by mistake or if any amounts are due to the APTRANSCO due to any other reasons, when it is not possible to recover such amounts under this contract the APTRANSCO reserves the right to collect the same from any other amounts and or bank guarantee given by the company due to or with APTRANSCO.

1. When the supplier does not at any time fulfill his obligations replacing/rectifying etc., of the damaged /defective equipment/materials in partly or whole promptly to the satisfaction of the APTRANSCO’s Officers, the APTRANSCO reserves the right not to accept the bills against subsequent despatches made by the supplier, and only the supplier will be responsible for any demurrages/wharfages or damage occurring to the consignment so despatched.
2. **Packing :** You should however ensure that the packing is such that the equipment reach the departmental stores without damages after transport by rail and road with the packing particulars in quadruplicate and obtain a copy of packing slip with consignee remarks. You shall invariably send the purchasing officer, a copy of delivery challan wherever materials are despatched.
3. **Despatch Instructions :** You are requested to despatch the materials to TLC Stores, APTRANSCO, Erragadda, Hyderabad consigned to Assistant Executive Engineer / TLC Stores / APTRANSCO / Erragadda / Hyderabad.
4. **Transit Insurance :** The material shall be duly insured by you. You are responsible for settlement of insurance claims and replacement of lost / damaged / short supplied materials.
5. **Security Deposit:**

 The amount of Rs.30000/- paid by you towards EMD vide DD Nos. 000394 dt 07/10/2013 is adjusted towards part of SD. You are requested to furnish an amount Rs. 18736 /- by way of DD towards balance SD for proper fulfillment of the consignment failing which the EMD will be forfeited. The SD shall be paid by way of crossed DD drawn on any scheduled nationalized bank in favour of Superintending Engineer/TL&SS/Sangareddy payable at Hyderabad. The SD will be released after 6 months from the date of supply of materials.

1. **Paying Officer :** The paying officer is the Superintending Engineer / TL&SS /Sangareddy. All original Invoices & copy of delivery challan duly receipted by stores shall be sent to paying officer for arranging payment.
2. **Delivery :** Delivery of materials shall be completed within 2months from the date of receipt of this purchase order . However you are requested to advance the delivery, as the material is urgently required.

1. **Force majeure**
	1. The supplier will not be liable for forfeiture of its performance security, penalty for late delivery or termination for default if and the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an even of force majeure.
	2. For purpose of this clause, “Force Majeure” means that event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
	3. If a force majeure situation arises, the supplier will promptly notify the purchaser in writing of such conditions and the cause thereof. Unless or otherwise directed by the purchaser in writing, the supplier will continue to perform its obligations under the contract as far as is reasonable in practice, and will seek all reasonable alternative means for performance not prevented by the force Majeure event.
	4. No price variance will be allowed during the period of force majeure.
2. **Liquidated damages for late delivery:**

a) The delivery period as per agreed delivery schedule mentioned at clause No. 15 shall be deemed to be the essence of the contract. In case of delay in delivery of materials at destination beyond the agreed delivery schedule or to perform the services within the period specified in the contract whatever be the reason the APTRANSCO may at its option, demand and recover from the supplier from the contract price, as liquidated damages, a sum equivalent to 0.5 % per week on the undelivered portion subject to a maximum of 5% of total value of contract.

b) For penalty, the number of days of delay would be rounded off to the nearest week and interest

 calculated accordingly.

c) Material/equipment which are not of acceptable quality or are not conforming to specifications would be

 deemed to be not delivered.

d) The Penalty specified in clause 17 (a) shall be levied and would be adjusted against subsequent pending

 bills.

e) The date of delivery shall be the date of FORM – 13 i.e., actual date of receipt at destination. In case of extension of time of delivery granted for special exceptional or valid reasons the APTRANSCO should not be involved in additional financial commitment due to:

i) Change in the rate of excise duty and sales tax after the original delivery date.

ii) Additional or new taxes or duties levied after the due date or original delivery date.

iii) Increase in cost of raw and other materials including statutory variations if any after the

 original date of delivery.

1. 18) **Jurisdiction :**
2. All and any disputes or differences arising out of or touching this order based on this Specification shall be decided by a panel of arbitrators, shall approach the competent civil courts in Hyderabad and Secunderabad having jurisdiction if any such dispute arise
3. **General :**
	1. Your acknowledgement of receipt of this order and all correspondence related to General or Technical nature shall be addressed to this office.
	2. All correspondence regarding despatches, receipt of materials shall be addressed to Executive Engineer / TLC / Stores / Erragadda / Hyderabad. Any other field matter shall be addressed to the Superintending Engineer / TL&SS / Sangareddy. Copies of correspondences shall also be marked to Chief Engineer / Rural Zone / APTRANSCO /Erragadda/ Hyderabad.
	3. All correspondences regarding bills, payments etc should be addressed to the Superintending Engineer / TL&SS Circle / Sangareddy.
	4. Please acknowledge the receipt of order by return post confirming that you are accepting the terms & conditions of this order and sign and return the extra copy of the order sent herewith.

Encl : 1. Copy of Purchase Order

 CHIEF ENGINEER,

 RURAL ZONE / HYDERABAD

 We accept the terms and conditions of this order

 Signature of the Supplier

 With Seal and Date

Copy to:

The Chief Engineer / Transmission / Vidyut Soudha / Hyderabad.

The Superintending Engineer / TL&SS / Sangareddy

The Accounts Officer / O/o. SE/TL&SS/ Sangareddy

The Divisional Engineer / TL&SS / Yeddumailaram.

The Executive Engineer / TLC Stores / Erragadda / Hyderabad

The Assistant Executive Engineer / TLC Stores / Erragadda / Hyderabad

The Assistant Accounts Officer / TLC Stores / Erragadda / Hyderabad

M/s. ProCoat Specialities Pvt Ltd, 601-A, Al-Karim Trade Centre, MG Road, Secunderabad.