Subject to the jurisdiction of Aligarh court & High court Allahabad



OFFICE OF THE EXECUTIVE ENGINEER ELECTRICITY PURCHASE DIVISION-DTPS HARDUAGANJ THERMAL POWER STATION U.P. RAJYA VIDYUT UTPADAN NIGAM LTD. P.O. KASIMPUR (ALIGARH)-202127

EMAIL: <u>ee.cpd.harduaganj@uprvunl.org</u> GSTIN NO.- 09AAACU4749D2Z9

PO No. 2728/EPD/'D'TPS/ HARDUAGANJ/C&I-III 'D' TPS/2017 Dated 14.12.2017

M/s Ashbond engineer's Pvt. Ltd., B-9/3, Mianwali Nagar, Rohtak Road, New Delhi- 110087 Head- O&M, DTPS Reg. No.- 16, Date- 14.12.2017

Email ID- sales@ashbond.in, Mobile No.- 09868273155

<u>Subject: Order for the supply of M/s IEIPL make Servo Valve for HPBP Hydraulic Actuator for O&M of DTPS, HTPS, Kasimpur References:</u>

- (i) This office Enquiry No. 1518/EPD/DTPS/HTPS/2017 Dated 10.07.2017.
- (ii) Your offer Ref. No. AEPL/HARDUAGANJ/17-18/1051 Dated 15.07.2017.
- (iii) This office Negotiation Letter No. 1717/EPD-DTPS/HTPS/2017 dated 04.08.2017.
- (iv) Your Negotiation reply via email dated 10.08.2017, 22.08.2017, 05.10.2017 & 29.11.2017

Dear Sir

Regarding above subject & references, an order is hereby placed on you for the supply of following items as per rates and terms & conditions mentioned below:

Schedule of quantity and rates:-

SI.	Description	Qty.	Unit Rate	Amount
No.		(Nos.)	(Rs.)	(Rs.)
	Supply of M/s IEIPL make Servo Valve for HPBP Hydraulic Actuator			
1	Servo Valve along with Torque Motor	02 Nos.	2,60,400.00	5,20,800.00
	Model:- ST 10/4 + R6Z ASSY			
	HSN CODE- 8402			
	Total Rs. 5,20,800.00 Only			

(Rs. Five Lac Twenty Thousand Eight Hundred Only)

TERMS & CONDITION

- 1. **Prices**: The Prices shall be firm till the execution of order and F.O.R. Delhi basis.
- 2. P&F Charges: Nil.
- 3. GST: It shall be charged extra @ 18% or as legally applicable at the time of dispatch against documentary evidence.

(GSTIN-07AAACA6708J1ZQ)

Note: Anti- Profiteering Clause: - As per section 172 of CGST Act 2017, Any reduction in rate of tax on any supply of goods or services or the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices. Hence supplier/ manufacturer to ensure to pass the benefit of reduced prices to UPRVUNL. Further price quoted by supplier/manufacturer is subject to scrutiny under above section.

- 4. Freight Charges: It shall be paid extra at actual on submission of documentary evidence.
- 5. **Transit Insurance Charges**: On UPRVUNL account.
- 6. **Payment Term:** 100% payment along with 100% taxes through RTGS /Demand draft against Proforma Invoice after successful Inspection and collection of materials from firm's Delhi Office by representative of UPRVUNL.
- 7. **Delivery:** Material shall be delivered within 20 weeks from the date of receipt of technically and commercially clear purchase order. However the Firm will try to deliver the Material at the earliest in view of any site emergency. The fifth date of dispatch of this letter would be deemed as date of receipt of order from which the delivery period would be reckoned.
- 8. **Inspection:** Inspection of material shall be carried out by authorized representative of HTPS at firm's office, Delhi. However Material may also be got test at IIT, Kanpur/ Sri Ram Test House, New Delhi, if required at Nigam's cost.
- 9. **Security & PBG:** Not Applicable
- 10. **LD Clause**: For delay in supplies beyond the delivery period, a penalty @ ½ % per week subject to max. 10% of the cost of undelivered material shall be levied.
- 11. Packing & marking: The material shall be dispatched securely packed and marked worthy for road transport.
- 12. Consignee: The material would be consigned to E.E., ESD, 'D 'TPS, HTPS, Kasimpur. Any future correspondence, viz

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regarding payment/dispatch /approval/inspection etc. is to be done with the consignee only. **(Email:** ee.csd.harduaganj@uprvunl.org, Mobile No. - 09415900050)

- 13. **Mode of Dispatch: (i)** Material shall be delivered by road transport duly insured consignment to above referred consignee through a reputed transporter preferably by TCI/RTC.
 - (ii) The material GR may be handover to an authorized representative of consignee.
- 14. **Submission of bill**: (i) Your bill / Performa invoice in accordance with the terms of Payment shall be prepared in triplicate in the name of the Consignee and shall be submitted to him.
 - (ii) You will have to submit the certificate along with the invoice that "The material actually dispatched under GR are not less than the value of the invoice" and an advance copy of dispatch particular should be sent to this office and consignee.
- 15. Interchangeability/Fitment Certificate: The Firm will provide Interchangeability Certificate at the time of dispatch of material.
- 16. **Test Certificate**: The firm will provide Test Certificate at the time of supply of material
- 17. **Guarantee:** The Supplied material shall be guaranteed for the period of 18 months from the date of supply or 12 months from the date of commissioning, whichever is earlier for manufacturing related defects only.
- 18. **Rejection of defective Material:** Any defective or inferior material which does not confirm to the specifications mentioned in the order shall be rejected and all have to be replaced by you free of cost.
- 19. If the Nigam Suffers any loss due to infringement of the conditions mentioned in the supply of order, the same will be recovered from any of the Firm's pending bills in Nigam and P.O. may be cancelled at any stage without any prior intimation to the Firm.
- 20. UPRVUNL reserves the right to correct the typographical / clerical or any other error in the P.O.
- 21. All correspondence here-after in connection with supply / dispatch of material and settlement of bill etc. shall be made with the consignee i.e. Executive Engineer, Electricity Store Division, 'D'TPS, Kasimpur.
- 22. This order shall be governed by the form 'B' of erstwhile U.P.S.E.B. containing general conditions on contract for the Supply of Plant & Machinery.
- 23. The order may be cancelled, if the material will not be supplied within Six months after the expiry of the delivery period and suitable action shall be taken as per rules.

Please acknowledge the receipt of order and confirm your acceptance within 10 days from the date of the P.O. failing which you will be deemed to have accepted the terms and conditions of our order. The material may also be supplied at the earliest.

Yours faithfully

(VINAY KUMAR PANDEY)
EXECUTIVE ENGINEER

Copy forwarded to the following for information and necessary action:-

- 1- General Manager, HTPS, Kasimpur in reference to approval accorded on Dated 28.07.2017 & 14.12.2017.
- 2- S.E., MMC, Kasimpur.
- 3- SE, O&MC-III, HTPS, Kasimpur.
- 4- S.A.O, CFA & BO, 'D'TPS, Kasimpur.
- **5-** EE, C&IMD-III, DTPS, Kasimpur in reference to your requirement letter No. 144/C&IMD-III/R-1 Dated 06.07.2017 with the request that provision of budget estimate may be ensured at his end.
- 6- EE, ESD, 'D'TPS, Kasimpur.
- 7- EE, Tech Services & HRD Division, HTPS, Kasimpur
- 8- M/s Iyappan Engineering Industries Pvt. Ltd., 107/A, 5th street, Sector-1, SIDCO Industrial Estate, Chennai-6900098.
- 9- Order cut file / EE cut file.

(VINAY KUMAR PANDEY)
EXECUTIVE ENGINEER