

एनएचपीसीलिमिटेड NHPC LIMITED

(भारत सरकारकाउद्यम) (A Govt. of IndiaEnterprise)

तीस्ताVपावरस्टेशन TeestaVPower Station सिंगताम,पूर्वीसिक्किम— **737134** Singtam, East Sikkim - 737134 IS/ISO 9001 IS/ISO 14001 IS 1800

IS/ISO 9001 IS/ISO 14001 IS 18001 आई एम एस प्रमाणित पावरस्टेश IMS certified Power Station

टूरभाष/Ph: 03592-247349 फैक्स/Fax: 03592-247227/349 Email: procteesta5ps@gmail.com

दिनांक: - 28/10/2017

सं.: एनएच/तीस्ता पंचम/प्रापण/आपूर्ति आदेश-1573/1829

आपूर्ति आदेश

सेवा में.

M/s Hebei Pipe Fittings,

Mudali Street, Ground Floor, Suit No. 11, Sowcarpet, Chennai-600 079, Tamil Nadu.

E-mail: hebeifittings24@gmail.com

विषय:- तीस्ता-V पावर स्टेशन, बालुटार, सिंगतम के सप्लाइ ऑफ डिफ़ेंट टाइप ऑफ पाइप और पाइप फिटटिंग फॉर तीस्ता पंचम पावर स्टेशन - "(Supply of different types of pipe & pipe fitting for Teesta-V Power Station, NHPC Ltd., Sikkim)" के आपूर्ति आदेश के संबंध में।

महोदय,

उपरोक्त बिषयक से संबन्धित "सप्लाइ ऑफ डिफ्रेंट टाइप ऑफ पाइप और पाइप फिटटिंग फॉर तीस्ता पंचम पावर स्टेशन "(Supply of different types of pipe & pipe fitting for Teesta-V Power Station, NHPC Ltd., Sikkim)" का आपूर्ति आदेश संख्या एनएच/टीएसवी/पीआरओसी-1573/1505 दिनांक 28.10.2017 आगे की कार्यवाही हेतु आपको प्रेषित किया जाता है। (The above referred Letter of Award is hereby attached for necessary action at your end)

सधन्यवाद

संलग्नक -आपूर्ति आदेश

भवदीय

व.प्रबन्धक (संविदा व प्रापण)

प्रतिलिपि :-

- 1. प्रबन्धक(तकनीकी), महाप्रबंधक कार्यालय, तीस्ता पंचम पावर स्टेशन
- 2. म्ख्य अभियंता (विद्युत), तीस्ता पंचम पावर स्टेशन
- 3. मुख्य अभियंता (विद्युत)-भंडार विभाग,तीस्ता पंचम पावर स्टेशन
- 4. व. प्रबन्धक(वित),वित्त विभाग, तीस्ता पंचम पावर स्टेशन(एचओए--920104)
- 5. प्रबन्धक(सिविल)-सतर्कता विभाग,तीस्ता पंचम पावर स्टेशन



एनएचपीसीलिमिटेड NHPC LIMITED

(भारत सरकारकाउद्यम) (A Govt. of IndiaEnterprise)

तीस्ताvपावरस्टेशन **TeestaVPower Station**

सिंगताम,पूर्वीसिक्किम- 737134 Singtam, East Sikkim - 737134

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प्रमाणित

IMS certified Power Station दूरभाष/Ph: 03592-247349 फैक्स/Fax: 03592-247227/349 Email: procteesta5ps@gmail.com

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Dated: 28 /10/2017

No.: NH/TSV/Proc/LOA-1573/1505

Registered Post/ E-Mail

To,

M/s Hebei Pipe Fittings,

Mudali Street, Ground Floor, Suit No. 11, Sowcarpet, Chennai-600 079, Tamil Nadu.

E-mail: <u>hebeifittings24@gmail.com</u>

LETTER OF AWARD

Supply of "Supply of different types of pipe & pipe fitting for Teesta-V Power Sub: Station, NHPC Ltd., Sikkim

Ref:

- 1. Our NIT No.: NH/TSV/Proc./NIT-1573/108, Dated: 30.05.2017 [2017 NHPC 207948]
- 2. Your offer No: NIL, dated NIL.
- 3. Our letter vide no. NH/TSV/Proc/NIT-1573/Corr/302 dtd. 25.07.2017
- 4. Your mail dated 29.07.2017

Sir,

With reference to above, the Corporation is pleased to place order on you for "Supply of different types of pipe & pipe fitting for Teesta-V Power Station, NHPC Ltd., Sikkim", amounting to FI is Rs. 294608.00 (Rupees Two lakh ninety four thousand six hundred and eight only) for the item 1,5,6 & 7 of BOQ as per Annexure-I inclusive of all taxes & duties, Transportation charges, FOR- Balutar, Sikkim and as per Technical specification attached (Annexure-V) along with terms & conditions mentioned hereunder:-

Terms & Conditions:

1. Price:

- a. Prices are firm & final till completion of supply and FOR Central Stores, Teesta-V Power Station, Balutar, East Sikkim- 737134.
- b. Transportation charge: Transportation charge including Service tax on transportation charge shall be payable as per actual against submission of documentary proof (bill of transporter), subject to maximum ceiling of amount Rs. 22662.00
- 2. Taxes and Duties: GST @ 18% extra will be paid as per Annexure-I, no other taxes, duties etc. shall be applicable.

Any increase/decrease in applicable rates of taxes & duties at time of dispatch shall be reimbursed/ recovered by the Purchaser subject to delivery of ordered supplies within stipulated delivery time given in order. Wherever supplies get delayed due to reasons attributable to the Contractor, no additional liability on account of any increase shall be payable by NHPC. On the other hand, in case of decrease in applicable rates of taxes & duties, during such extended delivery period, due benefit in this regard shall accrue to NHPC.

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- 3. **Delivery Period**: The items shall be delivered within **60 Days** (**including transportation period**) from the date of issue of the supply order, in full and OK condition as per LOA at our Central Store at Balutar, Teesta-V Power station.
- 4. **Payment**: 100% payment shall be released after receipt and verification of material in full and in good condition in our Central Store at Balutar, P.O. Singtam, and East Sikkim and upon production of following documents including Performance Security and its acceptance thereof.

Details of Documents:

- i) Evidence of dispatch (GR/LR etc.)
- ii) Invoice in Triplicate along with detailed packing list
- iii) Submission of Performance Security and acceptance thereof (if any).
- iv) Inspection Report/Dispatch Instruction, Test certificate(if any)
- v) Insurance Intimation/cover(if any)
- vi) Warrantee Certificate

The payment shall be released through electronic fund transfer. Bank charges if any shall be borne by the firm/ supplier.

4.1 In case of MSE

All the payments for the supplies and/or service [as applicable] rendered by MSEs (Micro & Small Enterprises) Supplier/ Contractor under the Contract shall be released within forty five (45) days from the day of acceptance*.

In case, payment are not released as mentioned above, NHPC shall pay the principal amount plus compound interest with monthly interest from the date immediately following the date agreed upon @three times of bank rates as notified by Reserve bank of India from time to time.

4.2 In case of non-MSE

All the payments for the supplies and/ or services [as applicable] rendered by non-MSEs (non-micro & Small Enterprise) supplier/ contractor under the contract shall be released within forty five days from the receipt of invoice/bills from the contractor/supplier complete in all respect.

In case, payment are not released as mentioned above, NHPC shall pay the principal amount plus simple interest from the date immediately following the date agreed upon @8%p.a.

*Day of Acceptance means- day of the actual delivery of goods or the rendering of services; or where any objection is made in writing by the buyer regarding acceptance of goods or services within fifteen days from the date of the delivery of goods or the rendering of services, the day on which such objection is removed by the supplier.

5. **Engineer In Charge (hereinafter EIC): Sh. M.K.Jha,** Manager (Mech)-PH Division, Teesta-V Power Station, NHPC Ltd, Balutar, PO-Singtam, Sikkim – 737 134.

Manager (Mech)-PH Division	Contact No-+91 3592 247004
NHPC LTD.	· / /
Teesta-V Power Station, Balutar, P.O Singtam, East Sikkim. Pin Code-737 134.	Email: teestav.maintenance@gmail.com



- 6. **Paying Authority:** Sr. Manager (Fin.), Teesta-V Power Station, Balutar, P.O. Singtam, East Sikkim.
- 7. **Consignee:** Chief Engineer (E)-Store, Teesta-V Power Station, Balutar, P.O Singtam, East Sikkim 737134.

NHPC shall issue **E-Waybill (if require)** for Inter-state supply on receipt of a copy of Tax Invoice as per the Purchase Order.

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Chief Engineer (E)-Store	Contact No-+91 3592 247203 Fax No+91 3592 247227 / 349			
NHPC LTD.				
Teesta-V Power Station, Balutar, P.O Singtam, East Sikkim. Pin Code-737 134.	Email: centralstore.2013@rediffmail.com			

8. Liquidated Damages:

If the supplier fails to attain completion of the supply of materials or any part thereof within the prescribed time for completion under Delivery Period clause, the Supplier shall pay to the purchaser Liquidated Damages equal to the amount computed @ ½% (Half percent) per week or part thereof of contract price. The aggregate amount of such Liquidated damages shall in no case exceed 10% of the Contract Price. However, cost compensation for any time extension shall not be paid.

The Corporation reserves the right to cancel the order in case the supplies/ job are not started/ completed in time. It may further lead to forfeiture of the EMD and for PBG.

The amount of compensation may be adjusted/withheld/ deducted or set-off against any sum due or payable to the Contractor under this or any other contract with the Purchaser. The payment or deduction of such damages shall not relieve the Contractor from his other obligations and liabilities under the Contract.

9. **INSPECTION**:

<u>Pre dispatch</u>: Pre dispatch inspection shall be carried out by the authorized representative of EIC at firm premises. Necessary assistance for conducting the inspection documents required to establish different parameter specification of the material etc. shall be provided by the supplier.

The supplier shall immediately replace the same as per specification given in the supply order free of cost.

Supplier should intimate regarding readiness of the material at least 10 days in a advance from the tentative date of Inspection.

10. TRANSIT INSURANCE:

The Supplier shall be solely liable to arrange at their risk & cost, the transit insurance for Supply order value during the transportation of ordered materials up to Central Stores, Teesta-V Power Station, Balutar, PO – Singtam, East Sikkim – 737–134. In case of occurrence of any damage/loss of material during transit of such uninsured consignment, the complete damage/loss shall have to be made good by the supplier through repair/replacement (as necessary in the opinion of EIC), completely at its risk & cost.

11. GUARANTEE/WARRANTY:

The equipment/ items shall be warranted against poor quality or workmanship of material or manufacturing defects for a minimum period of 12 (twelve) calendar months commencing upon the setting to work of item/plant or 18 months from the date of dispatch of material whichever is earlier. During the Warrantee period, the Contractor/supplier shall remain liable to repair/replace any defective items free of cost and no conveyance or any other charges shall be paid. If any defect is not remedied

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within a reasonable time, the Purchaser may proceed to do the work at the Supplier's risk and expense, but without prejudice to other rights, which the Purchaser may have against the Supplier in respect of such defects.

12. The firm shall issue a certificate (on his letter head) to certify that the supplied material is as per material standard mentioned in the technical specification .Power Station/NHPC may get the material tested from outside to check /verify the material standard if required. In case of any abnormally, supplied material will be rejected.

13. PERFORMANCE GUARANTEE: NA

- 14. Packaging: The contractor shall provide proper and adequate packaging in accordance with best commercial practices to prevent any damage to items/ equipments during transportation & loading/unloading. The firm shall use commercially reasonable efforts to utilize recycled and/or recyclable packaging materials. Expenses incurred by the Purchaser due to Supplier's non-compliance with such instructions, will be for the Supplier's account. The Purchaser reserves the right to reject any and all material, deemed by the Purchaser to have been inadequately packaged. It will be the responsibility of the firm to make good any defect noticed after opening of the packing and the re transportation of the item for rectification, if necessary, will be on firm's account.
- 15. **FORCE MAJEURE:** In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by them under this Contract, the relative obligation of the party effected by such force majeure shall be treated as suspended for the period during which such force majeure lasts.

For the purpose of this contract, force majeure shall include, without limitation, wars, insurrections, civil disobediences, riots, earthquakes, storms, floods, acts of god, which is of such nature as to delay, curtail or prevent timely action by either party.

Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable, as aforesaid, thereby shall notify the other party in writing by registered notice within 72 hours of the alleged beginning and ending thereof. The notice shall be followed by a certificate from local Chamber of Commerce or the Statutory Authority as satisfactory evidence in support of the claim within 15 days of occurrence and cessation of such Force Majeure conditions.

Time for performance of the relative obligation suspended by the force majeure shall stand extended by the period for which such causes lasts.

If works/ supplies are suspended by the force majeure conditions lasting for more than two months, the purchaser shall have the option to cancel, rescind this contract in whole or part thereof, at its discretion.

- 15. Teesta V Power Station is an ISO 9001, ISO 14001 & OHSAS 18001 Certified Power Station. Therefore, supplier is instructed to comply with all applicable statutory / legal requirements in supplying of goods/providing services to Teesta V Power Station, NHPC Ltd, Singtam. All mandatory, environments, an occupational health & safety management guideline needs to be followed in whole & good spirit.
- 16.. **Court of Competent Jurisdiction:** Any action taken or proceedings initiated on any of the terms of this Agreement shall be only in the court of competent jurisdiction under the High Court of Sikkim at Gangtok.
- 17. Micro, Small, Medium Enterprise Act 2006: MSME,
- 18. Our GSTIN no. 11AAACN0149C1ZC, TIN: 11700064912 and PAN no.: AAACN0149C.
- 19. Supplier's PAN: AAHPP0588K, GSTIN No. 33AAHPP0588KIZE.
- 20. Other terms and conditions of NIT shall apply.

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This 'LOA/Supply Order' is issued to you in duplicate. You are requested to return the duplicate copy, duly signed & Stamped on all pages, as a token of acceptance of terms and conditions contained in the order.

The acceptance copy must be returned to this office within 7 days of receipt of this order, failing which, as well as in absence of anything contrary being communicated by you to this office in writing, the purchase order along with the terms & conditions specified therein shall be deemed to have been accepted to you.

Thanking You.

Sr. Manager (C&P)

Annexure-I

SI No. of BOQ	Description	Unit	Qty	HSN code	Basic rate without tax (Rs.)	Amount (Rs)	
1.	Pipe (Carbon Steel, Seamless) having NPS-6 inch(NB-150) for Pressure Balancing Pipe Line as per the technical specification attached.	m	12	7307	3103.75	37245.00	
5.	Pipe (Mild Steel, ERW) of NB-200 for Fire Fighting Pipe Line, as per the technical specification attached.	m	60	7306	1465.93	87955.50	
6.	Pipe (Mild Steel, ERW) of NB-150 for Fire Fighting Pipe Line, as per the technical specification attached.	m	60	7306	988.43	59305.50	
7.	Pipe (Mild Steel, ERW) of NB-100 for Fire Fighting Pipe Line, as per the technical specification attached.	m	60	7306	701.93	42115.50	
		2,26,621.50					
	GST @18% on A, B(Rs.) P&F with inclusive GST @18% @ 2% extra on A, C(Rs.)						
	Transportation charge inclusive ,D(Rs.)	GST (18 %	% <u>@</u> 10%	extra on A	22662.15	
		x+B+C+D), E	2,94,607.95				
		2,94,608.00					
	(Rupees Two la	l eight only)					

Sr.Manager (C&P)

Technical Specification & Requirement

A. <u>Pressure Balancing Pipe Line</u>

1. Technical Specification of Pipe (NB-150)

1. Name & Spec. of Material * :-Pipe confirming to ASTM A 53 Grade-A or ASTM A 106

Grade-B, Schedule 80 (Seamless, Carbon Steel)

2. Nominal Pipe Size (NPS) : -6 inch (NB 150mm)

3. Wall Thickness :-11.0 mm with standard tolerance of -12.5% (max) at any

point

4. Outer Diameter :-168.3 with standard tolerance of \pm 1.00%

5. Total Length requirement :-12m

B. Fire Fighting Pipe Line

5. Technical Specification of Pipe (NB-200)

1. Name & Spec. of Material * :-Mild Steel, ERW Pipe, confirming to IS: 3589, Gr. 330,

Thickness: 6.0 mm

2. Pipe Size (NB) : 200

3. Wall Thickness :-6.00 mm with standard tolerance of $\pm 10\%$

4. Outer Diameter :-219.1 with standard tolerance of \pm 0.75%

5. Total Length requirement :-100m

6. Technical Specification of Pipe (NB-150)

1. Name & Spec. of Material * :-Mild Steel, ERW Pipe, confirming to IS: 1239 (Part-I), Class:

Heavy

2. Pipe Size (NB) : 150

3. Wall Thickness :-5.4 mm with standard tolerance of -10% (max).

4. Outer Diameter :-165.1 with standard tolerance of \pm 1.00%

5. Total Length requirement :-50m

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7. Technical Specification of Pipe (NB-100)

1. Name & Spec. of Material * :-Mild Steel, ERW Pipe, confirming to IS: 1239 (Part-I), Class:

Heavy

2. Pipe Size (NB)

: 100

3. Wall Thickness

:-5.4 mm with standard tolerance of -10% (max).

4. Outer Diameter

:-114.3 with standard tolerance of \pm 1.00%

5. Total Length requirement

:-100m

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^{*} The firm shall issue a certificate (on his letter head) to certify that the supplied material is as per material standard mentioned in the technical specification. If required, Power Station/NHPC may get the material tested from outside agency to check/ verify the material standard. In case of any abnormality, supplied material will be rejected.