



S.T. ELECTRICALS PVT. LTD.

EXPERTS BEHIND POWER ...

• STEPL •

Ref: - STEPL/PO/T-02/24-25/129

Date: - 06/06/2024

To,
Allwin Industries
Plot no- 6 & 7, Survey No.251, B/H Devson
Ceramics Jain steel road
Rajkot

Subject: - Purchase Order for supply of Control cables for NCRMP T-02 Project. (GST No: - 27AAGCS6214D1ZK)

Respected Sir,

With the reference to above subject, we are pleased to place an order for supply of following material as per MSEDCL RDSS Project's specification,

It. No.	Description	Qty (Mtr.)	Qty	Basic Rate (Rs.)	GST@ 18%	Total Rate (Rs.)	Total Amount (Rs.)
1	Single core LT XLPE 16 sqmm cable	Mtr	960	174.51	31.41	205.92	1,97,685
2	Single core LT XLPE 35 sqmm cable	Mtr	3000	58.72	10.57	69.29	2,07,869
3	Single core LT XLPE 70 sqmm cable	Mtr	3000	99.21	17.86	117.07	3,51,203
4	Single core LT XLPE 185 sqmm cable	Mtr	3000	220.35	39.66	260.01	7,80,039
In Words: - Fifteen Lakhs Thirty-Six Thousand & Seven Hundred Ninety-Six only/-							15,36,796/-

Note: - All the material should be as per MSEDCL RDSS tender Specification. (Noted NABL testing will be in the vendor scope including all the expenses.)

TERMS & CONDITIONS-

1. Rates:
2. Taxes:

The rates stated herein are inclusive of all applicable taxes.

In the event of any failure to comply with GST regulations, including but not limited to timely returns, credits, and tax payments, resulting in the denial of input tax credit or tax recovery, interest, penalty, etc., such charges shall be borne by the Vendor. Any statutory changes in taxes shall be the responsibility of the Purchaser.

3. **Transport Charges:** Transport charges are inclusive.
4. **Validity:** This agreement is valid until the completion of the entire order.
5. **Payment:** Payment terms are 90 days Letter of Credit (LC).
6. **LC Terms & Conditions:**
- a. Detailed packing list.
 - b. Signed commercial tax invoice.
 - c. Inspection Certificate issued by MSEDCL & Dispatch clearance issued by the applicant.
 - d. Warranty certificate issued by the beneficiary.
 - e. Beneficiary certificate certifying that one set of non-negotiable documents has been directly sent to the applicant within 21 days from the date of the bill of exchange.
 - f. Applicant bank charges to the applicant's account & beneficiary bank charges to the beneficiary's account.
 - g. LC of 90 days will be issued after inspection and before Dispatch. Payment will be 90 days after receipt of goods.
 - h. Dispatch from Rajkot.
 - i. Reimbursing bank: Punjab National Bank, Pune.
 - j. LR Copy.
7. **Guarantee/Warranty:** 66 months from the date of dispatch or 60 months from the date of commissioning, whichever is earlier.
8. **Maintenance:** Any defect occurring after commissioning shall be rectified by the supplier within 7 days from the date of intimation by the Purchaser, without any financial burden on the Purchaser.
9. **Approvals:** Approval from authority, including GA Drawing, GTP & BOM, shall be obtained by the Supplier. The Supplier shall share a copy of MSEDCL HO approval. (only documentation inward aspect to be with the purchaser which will be provided by the vendor).
10. **Inspection:** The Purchaser shall be notified 7 days in advance for final inspection and testing. Material inspection and testing will be conducted by MSEDCL &/or any other assigned third-party authorities at the supplier's factory. Any discrepancies raised by MSEDCL &/or any other assigned third party shall be rectified by the Vendor at their expense. Dispatch instructions must be obtained from MSEDCL RDSS authority after completion of inspection and testing formalities.
11. **Test Report:** Manufacturing Test Certificate, literatures, Operation & Maintenance Manuals shall be submitted along with GTP.
12. **Delivery Address:** Delivery address confirmation shall be provided at the time of delivery.
13. **Bill Format:** Bill should be raised in the name of S.T. Electrical Pvt. Ltd., Pune, consignee MSEDCL in 4 copies.
14. **Packaging:** Each consignment shall be accompanied by a detailed packing list containing specific information as per MSEDCL RDSS NCRMP T-02 Project tender specifications.
15. **Provision of Termination (Exit Clause):**

S.T. Electricals Pvt. Ltd. reserves the absolute right to cancel this purchase order by providing one-month notice to the manufacturer in the following circumstances:

- a. Supplier fails to comply with the terms of the purchase order, including specifications and other technical requirements.
- b. Supplier becomes bankrupt or goes into liquidation.
- c. Supplier fails to deliver material on time as per the order/instructed schedule or replaces the rejected material promptly.
- d. Supplier breaches any term or condition of this purchase order.
- e. The Purchaser reserves the unilateral right to terminate this purchase order by providing thirty (30) days' written notice to the Vendor, regardless of the circumstances leading to the termination, once a proper notice period has been served. The Vendor acknowledges and agrees that such termination shall absolve the Purchaser from any liability, claim, compensation, or damages arising from the termination, irrespective of the cause.

In the event of termination, the Purchaser shall clear all undisputed amounts pending within 30 days. Neither party shall make any claims regarding consequential losses arising out of such termination.

16. Quantity Variation:

The quantity of this order may vary by up to $\pm 10\%$.

17. Jurisdiction:

Subject to Pune Jurisdiction Only.

18. Schedule of Completion:

Material should be delivered in the first week of July. Within 15 days from the date of DI, material should reach the site.

19. TDS:

As per the new provision of Income Tax section 194Q from 01/01/21, TDS @ 0.1% of the transaction value shall be deducted, and a TDS certificate will be issued by the Purchaser.

20. Force Majeure:

Neither party shall be liable for any failure or delay in performance under this agreement to the extent such failure or delay is caused by events beyond the reasonable control of the affected party, including but not limited to acts of God, war, terrorism, civil unrest, strikes, labor disputes, government actions, natural disasters, or any other similar event ("Force Majeure Event"). Upon the occurrence of a Force Majeure Event, the affected party shall promptly notify the other party in writing and make all reasonable efforts to mitigate the impact of such event. The affected party's obligations shall be suspended for the duration of the Force Majeure Event, and the affected party shall be entitled to an extension of time to perform its obligations under this agreement equal to the duration of the Force Majeure Event.

21. Confidentiality:

Both parties agree to maintain the confidentiality of all confidential information disclosed during the course of this agreement.

22. Indemnification:

The Supplier agrees to indemnify, defend, and hold harmless the Purchaser, its officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, or expenses (including reasonable attorneys' fees) arising out of or in connection with any breach of this agreement by the Supplier or any negligent or wrongful act or omission of the Supplier, its employees, or agents.

23. Non-Assignment:

The Supplier shall not assign or transfer any rights or obligations under this

agreement without the prior written consent of the Purchaser. However, the Supplier may assign this agreement to a successor in interest in connection with a merger, acquisition, or sale of all or substantially all of its assets, without obtaining the explicit consent of the Purchaser.

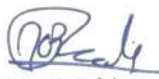
- 24. Entire Agreement:** This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written. No modification, amendment, or waiver of any provision of this agreement shall be effective unless in writing and signed by both parties.
- 25. Governing Law:** This agreement shall be governed by and construed in accordance with the laws of India. Any dispute arising out of or in connection with this agreement shall be subject to the exclusive jurisdiction of the courts located in Pune, India.
- 26. Severability:** If any provision of this agreement is held to be invalid or unenforceable, such provision shall be deemed to be modified to the minimum extent necessary to make it valid and enforceable, and the validity and enforceability of the remaining provisions of this agreement shall not be affected thereby.
- 27. Waiver:** The failure of either party to enforce any provision of this agreement shall not constitute a waiver of such provision or any other provision of this agreement.
- 28. Counterparts:** This agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 29. Notices:** Any notice or other communication required or permitted to be given under this agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by registered mail or courier to the addresses specified herein or such other address as may be notified in writing from time to time.
- 30. Relationship of the Parties:** Nothing contained in this agreement shall be construed as creating a partnership, joint venture, agency, or employment relationship between the parties.
- 31. Interpretation:** The headings used herein are for convenience only and shall not affect the interpretation of this agreement.

Please acknowledge the receipt of PO and convey your acceptance.

Thanking You,

Yours Faithfully,
For S. T. Electricals Pvt. Ltd.


Director.


Prepared by


Purchase Department.