

**NUCLEAR POWER CORPORATION OF INDIA LTD.**

(A Govt. of India)

KKNPP, Unit-1&2

FORM NO.CMM-23(REV.4)

**Kudankulam Nuclear Power Project
Contract and Materials management Group**

TIN No. : 33655601872 Dt. 01/01/2007

GST No.: 33AAACN3154F2ZW

KUDANKULAM PO. Radhapuram Taluk, Tirunelveli District - 627 106, Fax : 04637- 282197

PURCHASE ORDER NO **KKNPP/1&2/CMM/17265/PO:13275****Date : 03/07/2019****To**

M/s Kiel Marketing
149 / 2, Dr. Ambrose Street
Vettoornimadam
Nagercoil-629 003
Ph: 04652-261881 / 9442605522

Ref:

Your offer No.Kiel_KK_Schneider190325 dt.25/03/2019
submitted through e-mode and e-mail dated 22/05/2019,
25/06/2019.

Dear Sirs,

Your offer contained in the Tender No. **KKNPP/CMM// 17265** dated **04/03/2019** to supply the under mentioned Stores is accepted for and on behalf of the Nuclear Power Corporation of India Ltd., subject to the General Conditions of Contract as per CMM-22 (Rev.4) and subject to the terms and conditions contained in this purchase Order, to the extent of the quantity and at the price specified below:

Sl. No	Description of Ite	Quantity	Unit	Rate	Value
1.	As per Annexure A enclosed				
List of Annexures :					
1. Annexure A	- Schedule of Quantities & Rates	4. Annexure D	- GST Declaration		
2. Annexure B	- Technical Specification - NA	5. Annexure E	- Check List		
3. Annexure C	- Terms & Conditions				

Prices: As per clause No. 1 of Annexure C**Delivery Period** As per clause No 4 of Annexure C**Place of Delivery:** As per clause No 10 of Annexure C

General Conditions of Contract governing the supply of stores,, applicable to Contracts for Indigenous Stores, placed by Nuclear Power Corporation of India Ltd., (A Government of India Enterprise) detailed in Form No. CMM-22 (Rev.4), Special Condition of the Contract (SCC), if any, and this Purchase Order shall be the sole repository of the Contract.

Please acknowledge receipt immediately in the form sent herewith

MSME-Micro

Yours faithfully,

**(M.R.Mehta)
SR.MGR (C&MM)**For and on behalf of Nuclear Power Corpn. of India Ltd.,
(The Purchaser)



NUCLEAR POWER CORPORATION OF INDIA LTD.

(A Govt. of India Enterprise)

Kudankulam Nuclear Power Project

Contract and Materials Management Group

Annexure A

PURCHASE ORDER NO : KKNPP/1&2/CMM/17265/PO:13275

Date : 03/07/2019

Sl. No	Material Code	Description	Quantity	UOM	Unit Price (INR)	GST	Total Price (INR)
			[A]	[B]	[C]	[D]	[E] = [A] * [C]
		Supply of the following items					
1	8610076866	Schneider Electric make Voltage Measurement Relay RM22UA32MR ; Measurement range: 10V-100V AC 50Hz , Contact type and composition: 2 C/O, Auxiliary supply voltage: 24V-240V AC/DC 50Hz.	14.00	No	4,788.00	861.84 (18.00%)	79,097.76
		Schneider make Voltage control relay, Ref.:RM22UA32MR		No			
2	8610126833	Schneider Electric make Voltage Measurement Relay RM22UA33MR ; Measurement range: 30-300V AC 50Hz, 50-500V AC 50Hz, Contact type and composition: 2C/O, Auxiliary supply voltage: 24V-240V AC/DC 50Hz.	24.00	No	5,244.80	944.06 (18.00%)	148,532.74
		Schneider make Over voltage relay, Ref.:RM22UA33MR		No			
3	8610226864	Schneider Electric make Adjustable off-delay Timing Relay RE22R2KMR ; Time delay range: 0.05s - 10 min, Auxiliary supply voltage: 24V-240V AC/DC 50Hz	25.00	No	3,798.00	683.64 (18.00%)	112,041.00
		Schneider make Off-delay timer relay,Ref.:RE22R2KMR		No			
Total							339,671.50

(M.R.Mehta)
SR.MGR (C&MM)



NUCLEAR POWER CORPORATION OF INDIA LTD.

(A Govt. of India)

Kudankulam Nuclear Power Project

Contracts and Materials Management

ANNEXURE - C

KUDANKULAM PO. Radhapuram Taluk, Tirunelveli District - 627 106, Ph: 04637-282182 Fax : 04637- 282197

Annexure to Purchase Order No. KKNPP/1&2/CMM/17265/PO:13275

DATE : 03/07/2019

Commercial Terms and Conditions :

1	<p><u>Prices</u></p> <p>Prices stipulated in the purchase order are for delivery on DAP [Delivered At Place] KKNPP Site (as per INCO Terms 2010) basis.</p> <p>Prices shall be firm throughout the currency of the contract.</p>
2	<p><u>Packing</u></p> <p>Packing shall be adequate to avoid any transit damages and in case of any damages and rejection due to inadequate packing replacement shall be made without any additional cost</p>
3	<p><u>Goods and Service Tax (GST)</u></p> <p>1) Goods and Services Tax (GST), as mentioned in Annexure - A shall be reimbursed only upon its population in the GST Portal. The Purchaser will not be liable to pay any increase in Goods & Services Tax, if the contract is delayed beyond the contractual period.</p> <p>2) The Contractor shall submit the "Declaration Form for GST" (enclosed as Annexure - D) to the Purchaser duly signed by the Contractor or their authorized representative with company seal along with invoice (s).</p> <p>3) ANTI-PROFITEERING RULES 2017, AS PER GST ACT 2017</p> <p>3 (i) In compliance to Anti-Profiteering Rules 2017 (of CGST Act 2017), the contractor shall ensure that reduction in rate of tax on supply of Goods or Services or both or the benefit of Input Tax Credit (ITC) has been passed on by the contractor to the Purchaser through commensurate reduction in price (s)</p>
4	<p><u>Contractual Delivery Schedule</u></p> <p>The stores covered under this purchase order shall be supplied on or before 08/11/2019.</p> <p>In the event contractor fails to execute supply the ordered stores within the Contractual Delivery Schedule, the purchaser shall be entitled at his option to the following:</p> <p>a) To procure ordered stores from elsewhere at the contractors risk and cost.</p> <p>b) To accept / to reject the delayed delivery or to cancel the Purchase Order. In case of acceptance of delayed stores such acceptance shall not entitle the contractor to claim payment on account of escalation or extra payment on account of increase of statutory levies that may be payable at higher rate after the expiry of contract delivery date.</p> <p>In case the contractor fails to apply and secure extension of contractual delivery schedule before handing over the facilities, acceptance of facility by the purchaser will in no way prejudice rights of the purchaser to levy liquidated damages for delays nor will it entitle contractor for payment of additional statutory levies that comes in to force after the expiry of the contractual delivery schedule</p>
5	<p><u>Payment</u></p> <p>100% payment will be made within 30 days from the date of receipt, inspection and final acceptance by our user department at site</p>

6	<p><u>Paying Authority/Bills for Submission</u></p> <p>The following documents shall invariably be submitted to Senior Manager (F&A), Kudankulam Nuclear Power Project, NPCIL, Kudankulam PO, Radhapuram Taluk, Tirunelveli - 627 106 for payment.</p> <ul style="list-style-type: none"> * Invoice duly complied with GST provisions in triplicate * Declaration in respect of GST as per the format duly filled & signed with office seal. [Annexure-D enclosed]. <p>Please Note:</p> <ol style="list-style-type: none"> 1. While submitting bills/documents for payment, supplier shall check with the check list enclosed to ensure that all the required documents are submitted and shall enclose the check list along with their bills/ documents duly signed with Office Seal directly to paying authority. 2. It shall be noted that no payment will be released by our paying authority, unless otherwise all the required documents, certificates, documentary evidence/s in support of their claim etc., are submitted in terms of order. 3. To avail Payment through RTGS mode, kindly furnish the following details in your invoice & Any charges towards the same will be to your Account. Name of the Party : Name of the Bank : Account Number : IFSC Code No. : (11 digits)
7	<p><u>Rejection & Replacement</u></p> <p>In the event supplied materials are found unacceptable and not meeting the specification after its receipt, the same shall be replaced on free of cost basis, within the stipulated delivery period of contract.</p>
8	<p><u>Warranty</u></p> <p>The Stores covered under this Purchase Order shall carry warranty of 18 months from the date of receipt of all items at site or 12 months from the date of acceptance of all items at site, whichever occurs first</p>
9	<p><u>Right of Recourse Under Civil Liability for Nuclear Damage Act 2010 & Rule 2011</u></p> <p>The Purchaser shall have Right to Recourse against the Contractor in accordance with provisions under Section 17(a) of Civil Liability for Nuclear Damage Act, 2010, with following limitations, as stipulated in Rule 24 of the Civil Liability for Nuclear Damage Rules, 2011</p> <p>a) The Contractors liability shall be to the extent of the Operators liability under sub-section 6 of the Act or the value of the contract, whichever is less.</p> <p>and</p> <p>b) The duration of Contractors liability shall be limited to duration of initial license issued by AERB or the product liability period, whichever is longer</p>
10	<p><u>Consignee / Place of Delivery</u></p> <p>The items shall be properly packed to avoid any transit damages and delivered to Manager (Materials), NPCIL, Kudankulam Nuclear Power Project, Kudankulam PO, Radhapuram Taluk, Tirunelveli District - 627 106. : 04637 - 282186 / 282188.</p> <p>Note: "The contractor shall ensure that the ordered items reaches our Plant Site for delivery before 1500 hrs. on any working day. In case of any delay beyond the stipulated time, vehicle will be detained at Main Gate of our Project and delivery will be taken only on the following working day. No detention charges or any other charges will be payable for the delay in delivery beyond the time limit which may please be noted"</p>

11	<p><u>Note to Supplier</u></p> <ul style="list-style-type: none">* Always quote our complete Purchase Order reference in any correspondence* A copy of Challan / Invoice shall be forwarded to this office for records after complete supply is made against this order
12	<p><u>Jurisdiction</u></p> <p>The courts within the local limits of place [ie., Tirunelveli] from which the Contract is awarded shall have exclusive jurisdiction to deal with and decide all disputes arising out of related Contract</p>
13	<p><u>Other Terms</u></p> <p>All other terms and conditions contained in CMM-22A (Rev.4) will be applicable to this order</p>

(M.R.Mehta)
SR.MGR (C&MM)
For and on behalf of NPCIL