



V-MARC India Limited

(Formerly known As Asian Galaxy Pvt. Ltd.)

Mfrs. Of : LT/HT Power , Control & A.B. Cables

Regd. Off.: Plot No. 3, 4, 18 & 20 A, Sector IIDC,

SIDCUL, Haridwar, Uttarakhand - 249403 INDIA

Ph.: 01334-239638, info@v-marc.in, www.v-marc.com

CIN - L31908UR2014PLC001066

The Manager
Listing Department
The National Stock Exchange of India Limited
'Exchange Plaza', C-1 Block G,
Bandra Kurla complex,
Bandra (E), Mumbai 400051.

Date: 01.01.2022

NSE Symbol: VMARCIND
ISIN: INE0GXXK01018

Subject: Disclosure

In reference to above captioned subject, we are pleased to inform you that the Company has received a Purchase Order from Punjab State Power Corporation Limited (PSPCL) for manufacture, testing & Supply of Multi Core LT XLPE Cables for Rupees. 3.93 Crores.

You are requested to take the above information on the record.

Thanking You,

Yours Faithfully,
For V-Marc India Limited

A handwritten signature in blue ink, appearing to read 'Kanchan Gupta', is written over a circular blue stamp.

Kanchan Gupta
Company Secretary



Encl. Purchase Order



PUNJAB STATE POWER CORPORATION LTD
OFFICE OF CHIEF ENGINEER (MATERIAL MANAGEMENT)
CENTRAL PURCHASE ORGANIZATION,
Room No.212, 2nd floor, Multi Storey Building,
PSEB Head Office, The Mall, Patiala
Phone No. 0175-2213047, Fax No. 0175-2225024
Mob: 096461-82644, 096461-11035 e-mail: pocablensteel@yahoo.in
Corporate Identification Number (CIN) : U40109PB2010SGC033813
Registration Number : 33813, website : www.pspcl.in

Despatch No.- 2434 /HD - 782 /QQ-1307/PO/C&S

Dated: 30.12.2021

PURCHASE ORDER CUM CONTRACT AGREEMENT

P.O. No. HD- 782 / QQ- 1307/ PO/C&S

Dated:30.12.2021

(The above No., date & Code No. must be quoted on every invoice challan & packing list connected with this order.)

From

The Engineer-in-Chief /MM,
Punjab State Power Corporation Ltd
Patiala.

To

Regd. A.D
One copy by
ordinary post

M/s. V- Marc India Limited
203 Aditya Complex,
LSC, SavitaVihar
Delhi - 110092

Email sales@v-marc.in

Subject: Manufacture, testing & supply of Multi Core LT XLPE Cables against T. E. No. QQ-1307/PO/C&S.

Dear Sir,

Please refer to your tender submitted against the subject cited tender enquiry for the supply of Multi-Core LT XLPE Cables, subsequent correspondence and this office LOI issued vide memo no. 2675/QQ-1307/PO/C&S dtd. 15-12-2021, your acceptance to LOI confirmed vide your letter no. VMIL/PSPCL/QQ-1307/2021/004 dtd. 15.12.2021 and this office LOA issued vide memo No. 2776/QQ-1307/PO/C&S dtd. 27.12.2021.

1. Please supply the goods detailed in Clause- 4 hereunder at the rates shown therein forwarding the same per road/rail transport as per dispatch instructions to be issued. However, the payment shall be made as per Sr. no.: 1 of Annex-II i.e. Terms of Payment.
2. The invoices should be sent in sextuplicate (6 copies). The original, along with receipted challan etc., and three copies, along with the dispatch notes/challans & inspection report showing the amount due, description of material, No. of packages, special marking thereon, if any, truck No. if possible etc., should be sent to the Dy. Chief Accounts Officer/MM (Centralised Payment Cell), Punjab State Power Corporation Ltd, The Mall, Patiala. The fifth copy, along with a copy of dispatch note/Challan and inspection Report, should be sent directly to the consignee. The remaining copy should be sent to

the Chief Engineer /MM, Central Purchase Organization, Punjab State Power Corporation Ltd, The Mall, Patiala.

3. Any demurrage accruing as a result of sending RR/receipted challan through Bank will be to the supplier's account.

No goods will be accepted by the consignee unless accompanied by the price challans or invoices. The Purchase Order number and date must be quoted on all challans and invoices. Please also state on your invoice the number and date of your challan and Name/Designation of the officer or the person to whom the goods are to be delivered.

4. DETAILS OF GOODS REFERRED TO IN CLAUSE-1

Multi Core LT, 1.1 KV, XLPE insulated, PVC sheathed, Aluminum conductor, unarmoured cable, ISI marked as per IS: 7098 (Part-I)-1988 with latest amendments/revisions and as per PSPCL specification No. QQ-1307 with technical particulars as per Annexure-I, of the following size:

Sr. No	Size (mm ²)	Qty. (KM)	Ex-works price inclusive of packing forwarding (forming part of production Cost) (Rs./ Km)	Freight charges (Rs./ Km)	Insurance charges (Rs./ Km)	Sub Total (Rs./ Km)	GST @ 18% (Rs./ Km)	FOR Destination all-inclusive per Km Rate	Total Amount Rs.
(1)	(2)	(3)	(4)	(5)	(6)	(7=4+5+6)	(8)	(9=7+8)	(10)= (3) *(9)
1	4Cx10	160	39627.58	953.00	0	40580.58	7304.50	47885.08	7661612.80
2	4Cx150	62	423332.00	9628.00	0	432960.00	77932.80	510892.80	31675353.60
								Total	3,93,36,966.40

(Rs. Three Crore Ninety Three Lac Thirty Six Thousand Nine Hundred Sixty Six and paise Forty only)

5. PRICES & PRICE VARIATION

Above prices are VARIABLE with base date as 01/07/2021, as per formula attached as Annexure 'III'. The rates are FOR Destination at PSPCL Store heads anywhere in Punjab & all inclusive i.e. freight & insurance charges as per your quotation and GST @ 18%. Any statutory variation in GST within contractual delivery period will be to Corporation's account. Complete break-up of prices viz. Ex-Works, Freight & insurance cost not forming part of production cost must be shown in the invoices. PAN No. AAFCP5120Q of PSPCL may be considered for TCS(if applicable).

The Price Variation will be allowed as per the PV formula mentioned in Annexure-III. The increase/ decrease in price on account of rise or fall in the cost of raw-materials above or below such cost ruling on the date of opening of tender enquiry in accordance with the price variation formula subject to prices of PVC grade CW-22 as published by IEEMA prevailing on the "1st working day" of the calendar month covering the date one month prior to date of offer and 'London Metal Exchange(LME) Average Settlement Price of Aluminum including Premium for Ingot' as published by IEEMA prevailing one month prior to date of offer shall be payable without any ceiling. In case of delayed deliveries, the purchaser reserves the right to make payments for price variation on the basis of price computed according to the contractual delivery date or actual delivery date or date of offer whichever is advantageous to the purchaser.

The date of readiness of the material intimated in the offer by the firm for inspection or the date on which the offer for inspection of material is duly received in the office of CE/MM, whichever is later, shall only be treated as date of offer for the purpose of price variation claim. However, the period of two weeks for inspection as per Clause-17 of Annexure-II will not be counted for computing Price variation.

6. DELIVERY

The CDP shall be as under please:

Item	Total Ordered Qty. (In Kms)	1 st lot (01.01.2022 to 28.02.2022)	2 nd lot (01.03.2022 to 30.04.2022)	3 rd lot (01.05.2022 to 30.06.2022)	4 th lot (01.07.2022 to 31.08.2022)	5 th lot (01.09.2022 to 31.10.2022)	6 th lot (01.11.2022 to 31.12.2022)
4Cx10 mm ²	160	30	20	20	30	30	30
4Cx150 mm ²	62	11	11	10	10	10	10

Delivery shall be the essence of the contract and is placed on the strict understanding that the entire job of manufacture, testing, inspection & supply after acceptance shall be completed within the period specified above. The delivery period shall be reckoned from the date of receipted challans/goods receipt note in case of road transportation by goods carriers. However the firms can be asked to advance the delivery depending upon the requirement. Whereas, the Purchaser reserves the right to defer the supplies of material, whenever deemed necessary. The necessary extension of Contractual Delivery Period for this period of deferment shall be granted to the firm on the same rates, terms and conditions as contained in the Purchase Order-cum-contract agreement.

- i) In addition to extension in CDP corresponding to the period of deferment, an additional commencement period as under shall also be admissible to all the suppliers:-
 - a) For deferment upto 60 days, commencement period of 7 days.
 - b) For deferment more than 60 days, commencement period of 14 days.

7. SECURITY

You shall be required to submit security deposit amounting to Rs. 11,80,110/- (Rs. Eleven Lac Eighty Thousand One Hundred Ten only) @3% of order value in the shape of DD/Bank Guarantee through your bank within 30 days of the date of PO valid 3 months after the completion of contract period, if any for faithful execution of contract. Bank Guarantee sent directly by the firm shall not be accepted.

On faithful execution of Purchase Order/Contract in all respects including warranty period, if any, the security deposit of the supplier shall be released by the purchasing agency. In the event of default on the part of supplier in the faithful execution of P.O. his security deposit shall be forfeited. The forfeiture of security deposit shall be without prejudice to any other rights arising or accruing to the Corporation under relevant provisions of the P.O like penalty/damages for delay in delivery including suspension of business dealings with Corporation for specific period etc.

8. CORRESPONDENCE

All correspondence regarding this purchase order shall invariably be addressed to Chief Purchase Officer, Central Purchase Organisation, Punjab State Power Corp. Ltd, The Mall Patiala or Chief Engineer/MM, Central Purchase Organisation, Punjab State Power Corp. Ltd, The Mall, Patiala.

9. MANUFACTURER & PLACE OF MANUFACTURE

M/s V-Marc India Ltd.,
Plot No. 3,4,18, 20A,
Sector IIDC, SIDCUL,
Haridwar (Uttarakhand).

10. AGREEMENT

The Purchase order with complete terms and conditions will itself form the contract agreement.

11. ACKNOWLEDGEMENT

Please acknowledge the receipt of this Purchase order cum contract agreement within 7 days positively.

Other commercial & technical terms and conditions of the P.O. are detailed in Annexure-II, Price variation formula in Annexure-III, Schedule of guaranteed parameters as Annexure-I and specification QQ-1307 will form as part of this Purchase Order.

DA/Annexure' I (GTP 2 Pages),
Annexure' II (10 pages),
Annexure' III (PV Formula Single page-1)
Annexure' IV (Bank Guarantee Performa page-1)

Yours Sincerely,

30.12.21
Purchase Officer/C&S
For EIC/MM, PSPCL Patiala

Endst. No:- 2435/44 /HD- 782 /QQ-1307/PO/C&S

Dated: 30.12.2021

Copy of the above is sent to the following for information and necessary action please: -

1.	The CE/TA &I, PSPCL, Patiala	1 copy
2.	The CE/S&W, PSPCL, Ludhiana	1 copy
3.	The CE/RE&APDRP, PSPCL, Patiala	1 copy
4.	The Dy.CE/MS, PSPCL , Patiala	1 copy
5.	The Dy. CAO (MM)(CPC), PSPCL , Patiala	1 copy
6.	The AO/Pre-Audit, PSPCL , Patiala	1 copy
7.	The Supdt./Purchase, PSPCL , Patiala	1 copy
8.	The PS to EIC/MM – for information of EIC/MM, PSPCL, Patiala	1 copy
9.	The Chief Purchase Officer, PSPCL, Patiala	1 copy
10.	The CHD attached to PO/C, PSPCL, Patiala	1 copy

This issued as per decision of the committee of WTDs of Punjab State Power Corp. Ltd.

30.12.21
Purchase Officer/C&S,
for EIC /MM, PSPCL, Patiala

ANNEXURE-I

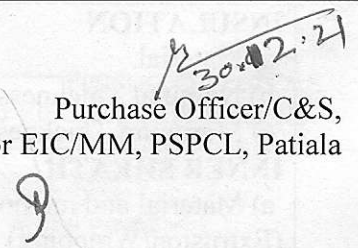
SCHEDULE OF GTP FOR MULTI CORE LT XLPE CABLES

(Some parameters have been fixed as per IS/Spec and the rest are to be filled in by the tenderer)

Part-A Guaranteed Technical Particular			
	Voltage Rating	1.1kV	
	Applicable Standard	IS 7098 (Part-1)/1988 and related standards (with latest amendments)	
	Type of cable	Multi Core LT XLPE cable (A2XY)	
	Sizes for which the following data is required 4Cx	10	150
	CONDUCTOR		
	a) Material &Grade	Aluminum, H2 grade	
	b) Nominal cross sectional area (mm²)	10	150
	c) Shape of conductor	Solid Circular	Stranded Shaped
	d) Min. no. of wires and Nominal size of each wire (before stranding) (mm)	1/3.58	19/3.18
	INSULATION		
	a) Material	XLPE	
	b) Nominal Thickness (mm)	0.70	1.40
	c) Minimum Thickness (mm)	0.53	1.16
	INNER SHEATH		
	a) Material and method of application (Extrusion/Wrapping)	PVC Extruded	
	b) Minimum Thickness (mm)	0.3	0.5
	OUTER SHEATH		
	Material and Grade	PVC, Type ST-2	
	Colour	Black	
	c) Nominal thickness (mm)	1.80	2.60
	d) Minimum thickness(mm)	1.24	1.88
	Standard drum length with +/-5% tolerance (m)	500	
	Max. D.C. resistance of conductor at 20°C (ohm/Km)	3.08	0.206
	Min. Volume resistivity of Insulation at 27°C (ohm-cm)	1X10 ¹⁴	
	90°C (Ohm-Cm)	1X10 ¹²	
	Continuous current rating of cable in air (Amps)	As per relevant ISS	
	Short circuit rating for 1sec.for conductor (kA)	0.94	14.1

50

	Min. overall diameter of cable (mm)	17	43
Part-B Other Technical Particulars			
a)	Name of Manufacturer	V MARC INDIA LTD.	
b)	Address of works	Plot No. 3,4,18, 20A, Sector IIDC, SIDCUL, Haridwar (Uttarakhand)	
c)	Brand Name	V-MARC	
	ISI License number alongwith date till which it is valid	CM/L-2539360 upto 30.11.2022	
	Min Weight of Aluminum conductor per Km (Kg.) (+10%/-00%)	106	1545
	Min Weight of Insulation per Km (Kg.) (+10%/-00%)	43	300
	Min Weight of PVC outer& inner sheath per km (kg.) (+10%/-00%)	240	875
	Min Weight of cable per km (kg.) (+10%/-00%)	389	2720
	Min gross weight of packed drum (in kg)	232	1425


 Purchase Officer/C&S,
 for EIC/MM, PSPCL, Patiala

Annexure-II

1. TERMS OF PAYMENT

- (a) 95% payment of contract value pro-rata for each consignment of operationally complete equipment dispatched after approval of Inspecting Authority/Test Certificate etc. along with taxes & duties and Other Statutory levies as per contract shall be paid within 45 days against receipted challans & submission of requisite documents. The balance 5% Payment shall be kept as performance Guarantee which shall be released after due receipt of Goods Receipt Note from the concerned consignee(s) or expiry of three months from the date of receipted challans & submission of requisite documents, whichever is earlier.

In case the due date of payment in terms of payment schedule falls on a holiday including Sunday or holiday is subsequently declared on that date, the payment shall be released on the first working day falling next to the due date.

- b) For delay in payments made by PSPCL beyond the stipulated period i.e. 45 days then simple interest @ 10% P.A shall be given to the suppliers for delayed period subject to the condition that the delay in payment is more than seven days after the stipulated period i.e. 45 days.

2. INTIMATION TO CHIEF ACCOUNTS OFFICER/DY. CHIEF ACCOUNTS OFFICER& CONSIGNEES

The Suppliers will intimate in advance the probable date of dispatch through fax/ email regarding the actual date of R.R. to the Deputy Chief Accounts Officer/MM to enable him to arrange payment, failing which demurrage, wharfage etc. will be to Supplier's account. A copy of such intimation shall also be immediately sent to the consignees and Chief Engineer/MM for reference immediately.

3. INSURANCE

- (i) The rates are quoted F.O.R. destination and it is the responsibility of the Supplier to deliver the material FOR Destination in good condition. Supplier at his option may insure the material against all risks during transit at his own cost for full delivered value of the material upto destination. All works in connection with making and settling of claim, with Railway Authorities and/or Insurance Company, if any, shall be carried out by the Supplier for which no extra payment shall be made by PSPCL. However, necessary assistance required in connection with making and setting such claims, if any, shall be provided by the consignees.
- (ii) All damages and/or shortages during transit as covered by the Insurance, shall be made good by the supplier immediately on receipt of such information from the consignees without waiting for settlement of claims. However, in case of apparent damages and/or shortages, the consignees shall obtain the loss/damage certificate from the Concerned Authorities and send the same to the Contractor within a period of thirty days from the date of receipt of material. A certificate shall be submitted by the Suppliers/Contractors with each bill to the effect that the material has been duly insured.

- (iii) The consignees shall report losses damages to the supplier within 30 days of the arrival of the equipment. It will, however be the responsibility of the supplier to timely lodge claims on the insurance under writers and to arrange replacement there of.
- (iv) The suppliers shall be wholly responsible for the loss, shortages, damages etc. during transit. Such short supplied, damaged material etc. will have to be replaced/repared by the Supplier/Contractor free of cost immediately without waiting for maturing of the Supplier's/Contractor's Claims with the Road Transport/Railway Authorities regarding insurance.
- (v) In case replacement/repair of defective material is not carried out within six months of intimation of damages, supplier shall have to pay interest @12% per annum on the payments made by PSPCL, if any, from the date of its payment upto the date of the re-commissioning of the equipment after replacement/repair or to the date the default is made good.

4. PENALTY/DAMAGES FOR DELAY IN DELIVERY

If the supplier fails to deliver the material/equipment within the stipulated delivery period of purchase order/contract, the same is liable to be rejected and if accepted, the supplier shall be liable to pay penalty @ ½%(half of one percent) of the cost of undelivered supply/incomplete equipment per week of delay or part thereof not exceeding maximum limit of 10% of the cost of complete unit of undelivered equipment/material so delayed.

There will be no slack period.

5. NEGLIGENCE AND DEFAULT

In case of any negligence on the part of a Supplier/Contractor to execute the Purchase-order/Contract with due diligence and expedition and to comply with any reasonable orders, pertaining to any contravention to the provisions of the Purchase-order/Contract, given in writing by the purchaser, the purchaser may give a 21 days-notice in writing to the Supplier/Contractor to make good the failure/neglect/contravention. In the event the Supplier/Contractor fails to comply with the notice within a timeframe considered to be reasonable by the purchaser, the business dealings shall be suspended/terminated with the firm by the purchaser for a minimum period of three years or in extreme cases, the firm shall be blacklisted forever by the purchaser.

Apart from the suspension/termination of business dealings/blacklisting of the supplier/contractor, the purchaser shall also forfeit the security & other pending payments of the Purchase Order/ Contract against which the supplier has defaulted, in addition to PEMD/ EMD lying with the concerned organization.

Recoveries of any dues relating to Purchase Order under which supplier/contractor has defaulted shall be made from pending amount of any Purchase order/Work Order/Contract of the firm or any Security/EMD or PMED lying with PSPCL.

6. FORCE MAJEURE

During the pendency of the Contract/Purchase Order, if the performance in whole/part by either party or any obligation there under, is prevented/delayed by causes arising out of any natural calamity, war, hostilities, civil commotion, acts of the public enemy, sabotage, fire, floods, explosion, epidemics or non-availability of Government controlled raw material

under orders/ instruction of Central/State Government regulations strikes, lock-outs, embargo, acts of Civil/Military authorities or any other causes beyond their reasonable control, neither of two parties shall be made liable for loss or damages due to delay or failure to perform the contract during the currency of Force Majeure conditions, provided that the happening is notified in writing (with documentary proof) within 30 days from the date of the occurrence.

The supplies shall be resumed under the contract as soon as practicable after the happening (event) ceases to exist.

7. EXTENSION IN DELIVERY PERIOD

Any genuine delay in the approval of technical details, drawings, samples; issuance of amendment to Purchase Order; carrying out inspection; approval of Test Reports/Test Certificates issuance of dispatch instructions/ stations etc. will count towards extension of the delivery period by corresponding period other than that admissible under Force Majeure conditions, if any substantiated by the suppliers, and duly accepted by the Purchaser. No extension in delivery shall be granted in case of delay in payment.

8. WARRANTY

The supplier/Contractor shall be responsible to replace free of cost with no transportation and insurance expenses to the purchaser upto the destination of material/equipment, the whole or any part of the material; which under normal and proper use and maintenance, proves defective in material or workmanship within 12 months from the date it is taken over by the purchaser or 18 months from the date of dispatch of material in respect of indigenous equipment or 24 months from the date of shipment for imported material, whichever expires earlier. Provided that Purchaser gives aprompt written notice of such defects to the Supplier/Contractor. Such replacement shall be affected by the Supplier/Contractor, within a reasonable time not exceeding 6 months of the intimation of defects. Suppliers/Contractor's responsibility arising out of supply of material or its use whether on warranties or otherwise shall not in any case exceed the cost of correcting the defects or replacing the defective part/material and upon the expiry of the warranty period stipulated above, all such liabilities shall terminate.

The above provision shall equally apply to material so replaced/ repaired by the supplier/contractor under this clause, in case the same is again found to be defective within 12 months of its replacement/ repair.

In case the replacement/repair of defective material is not carried out within six months of intimation of defects, the supplier/Contractor shall have to pay interest @ 12% per annum on the value of each complete operational unit of equipment beginning from the date it's becoming defective upto date of its re-commissioning after the replacement/repair.

Amount due in lieu of above interest shall be recoverable from pending amount of the concerned purchase order or any other Purchase order/Work Order/Contract of the firm with PSPCL. If no payment of the firm is pending with PSPCL against any other Purchase order/Work Order/Contract then the same shall be deducted from any Security/EMD or PEMD lying with PSPCL. In case, the total amount of EMD, PEMD, Security of all

Purchase order/Work Order/Contract is less than the recoverable amount, action shall be taken by PSPCL as admissible under the law e.g. filing of recovery suit & lodging of FIR etc. Action as per Negligence Default Clause of the purchase order shall also be initiated. Moreover the performance of the firm within warranty shall be given due importance while placing future order on such firm.

9. RAW MATERIAL.

The raw material to be used in the manufacture of the goods/equipment to be supplied against Purchase Order/Contract shall be new and of the best quality of its kind available in the market. The Supplier/Contractor shall be solely responsible for the procurement of raw material required for the purpose.

10. TYPE TESTS (Tests to be carried out during pre-despatch inspection)

The cables shall comply with Type Tests as classified under clause-15.1 of IS: 7098-Part-I/1988 (with latest amendments/revisions if any). In case type test submitted with the tender is for size higher than quoted size, firm shall be required to submit the complete type test report of ordered size before commencement of supplies against purchase order. Two No. samples i.e. one sample of each size from first lot and one sample of each size from any subsequent lot offered for pre-despatch inspection during the execution of P.O. will be got tested for the following type tests from any Govt. approved/ Recognized independent Test House/ CPRI/ ERDA etc.:-

a) FOR XLPE INSULATION

i) Ageing in air oven Test

As per IS:7098/

ii) Water Absorption test

Part-I/1988 with latest

(Gravimetric test)

amendments/revision if any.

b) FOR PVC OUTER SHEATH

i) Ageing in air oven Test

As per IS:5831/1984.

ii) Loss of Mass in air oven test with latest amendments/revisions if any.

All testing charges shall be borne by the supplier.

11. ACCEPTANCE TESTS

All the acceptance tests as specified in IS: 7098 (Part-I)/1988 with latest amendments shall be carried out by the Inspecting Officer on the samples drawn from the lot offered for pre-despatch inspection. In addition the following given type tests shall also be carried on any 2 No. samples of each size drawn from the lot offered for pre-despatch inspection:-

i) Shrinkage test For XLPE insulation as per IS:7098

(Part-I)1988 with latest amendments.

i) Shrinkage test)

ii) Heat shock test)

For outer sheath as per IS:5831/1984

iii) Hot deformation test)

with latest amendments.

iv) Thermal stability test)

v) Flammability test)

The lot shall be considered as passed if the acceptance test as well as Type Test results for all the sample conform to relevant clause of IS.

Measurement of Weights of Various Parts of Cables.

The number of samples to be taken for these measurement of weights of various parts as per GTPs, shall be 50 % of the total no. of samples. All testing charges shall be borne by the supplier.

12. ROUTINE TESTS

The manufacturer shall carry out/conduct the routine tests as specified in IS:7098(Part-I)/1988(below mentioned) with latest amendments on the LT XLPE cable manufactured before pre-despatch inspection and the test result certificates of the same shall be submitted alongwith the offer of cable for pre-despatch inspection. DY.CAO./CPC(MM),PSPCL, Patiala shall release payment only after approval of these test certificates. The following tests shall constitute routine tests

a) Conductor Resistance Test

b) High Voltage Test

Note:- All testing charges shall be borne by the supplier.

13. OTHER TESTS

Any other tests becoming necessary with amendment in relevant ISS or otherwise agreed between the supplier and purchaser shall also be carried out without any extra financial burden upon the purchaser.

14. IDENTIFICATION

(a) The word 'PSPCL' and manufacturer's trade mark or name, size in mm², voltage rating and word 'ELECTRIC' in English shall be embossed on the outer sheath of cable at regular intervals of not exceeding 1.5 metre as may be convenient. The cable should also be sequentially marked to display the length at a distance not more than 1 m.

(b) Identification of Cores shall be as per clause-10 of IS: 7098(Part-I) 1988(with latest amendments/revisions, if any).

15. PACKING & MARKING

15.1 PACKING:-

The cable shall be wound on drums and packed. The ends of the cables shall be sealed by means of non-hygroscopic sealing material. The drum should be such that when rolled by 20mtrs. on rough surface and tossed up and down by 5 times, the cable and drum should not get damaged.

The cable shall carry the information as indicated against clause 18.2 of the IS:7098 (Part-I)/1988 with latest amendments / revisions if any either stenciled on the drum or contained in the label attached to it.

15.2 MARKING

The cable shall carry the following information either stencilled on the coil/drum contained in a label attached to it: -(as per relevant IS)

- i) Manufacture's name Brand name or trademark.
- ii) Type of Voltage & grade.
- iii) No. of Cores.
- iv) Nominal Cross-section area of conductor.
- v) Length of cable.
- vi) ISI /PQM Mark.
- vii) Year of manufacture.
- viii) Net wt. of cable.

15.3 STANDARD DRUM LENGTH

The drum length shall be 500 Mtr. for all the sizes.

16. TOLERANCE

16.1 TOLERANCE ON PACKING

The standard drum length may have tolerance of $\pm 5\%$.

16.2 TOLERANCE ON ALLOTMENT TO CONSIGNEES

A tolerance of $\pm 5\%$ is permissible on the quantities allotted to each consignee.

16.3 TOLERANCE ON EXECUTION OF ORDER

A size wise tolerance of $\pm 2\%$ (subject to maximum 1 drum length) will be allowed on the total (size wise) ordered quantity for execution of order.

16.4 NON-STANDARD LENGTH

Non-standard lengths not less than 100 mtr. each to the extent of 5% of the total ordered quantity (size wise) will be acceptable.

17. INSPECTION AND TEST

- a) PSPCL shall inspect, examine and test the equipment/material through its official (s) and/or through an outside agency nominated by the PSPCL at the manufacturer's/ supplier's work, during or after the manufacture of goods prior to dispatch, on receipt of clear notice of minimum two weeks in advance, to be reckoned from the date of receipt by the purchaser. The supplier/Contractor shall provide all facilities as may be required to carry out the test in accordance with approved standards free of cost.
- b) On receipt of material in the stores/workshops, PSPCL shall inspect the material at random as per provision of the Purchase order/contract irrespective of the fact whether or not, it has been inspected before dispatch. If the shortage/deviation from declared quantity /specification is noticed, the same shall be reported immediately by the consignee to the supplier, under intimation to all concerned. On receipt of such intimation from consignee(s), the CE in charge of the stores/workshops shall fix a date and time for joint verification under intimation to the supplier & all concerned giving minimum 10 days-time. The checking shall be carried out in the presence of firm's representative at Destination Station and in case the firm's representative does not happen to be present at destination on the specified date & time so fixed, then PSPCL shall be at liberty to do joint verification in his absence. The

shortage/discrepancies so detected shall be applied on the full lot. In case shortage/discrepancies, in particular lot supplied to various consignees, are also noticed by different consignees, the above procedure shall be followed for joint verification by each and all such consignees. The maximum shortages/discrepancies detected by any of the consignees shall be applied to the entire lot of material supplied to various consignees. In case of any failure of material during random checking, PSPCL reserves the right to reject the entire lot at the risk and cost of the supplier.

In case of repeated shortages/discrepancies the firm shall be liable for suspension of business dealings/black listing. This is without prejudice to the other rights arising/accruing to the purchaser under various clauses of the Tender specification & Purchase Order-Cum-Contract.

If during the execution of the Purchase Order-Cum-Contract inspections/ dispatches are delayed due to time spent in renewal of the BIS/PQM license, then no extension in CDP shall be allowed on this account.

18. CHECK MEASUREMENT OF CABLE LENGTHS

The supplier will provide necessary arrangements for checking of lengths at his own cost to the Inspecting Officer. Out of total quantity of coils offered for inspection at least 3% coils will be checked for length in the lot offered. In no case, less than one coil shall be checked in the lot offered.

At the time of inspection at the works of supplier if any shortage for the declared length of cable is noticed in the coil(s) under check measurement, maximum shortage so detected will be applied to all the coils offered for inspection and declared quantity will be reduced accordingly. This is further subject to verification at consignee's end.

19. LENGTH CHECKING BY CONSIGNEES

Consignee, on receipt of material, may check the cable lengths. If any shortage from declared length is noticed, the same shall be reported immediately by the consignee to the supplier under intimation to all concerned. On receipt of such intimation, Purchaser/Chief Engineer/S&D, PSPCL, Patiala shall fix a date & time for joint verification under intimation to the supplier & all concerned. The length of cable shall be checked in the presence of firm's representative at Destination Station. If the representative of the firm does not happen to be present at Destination Station for joint verification on the specified date and time so fixed, then the purchaser/representatives of PSPCL shall be at liberty to do joint verification in the absence of firm's representative and shortages, so detected/noticed shall be intimated to the firm. The maximum shortage detected in a particular coil shall be applied on the full consignment. In case shortages, in a particular lot supplied to various consignees, are also noticed by different consignees, the above procedure shall be followed for joint verification by each & all such consignees. The maximum shortages detected in a particular coil by any of the consignees shall be applied to the entire lot of cable supplied to various consignees.

In case of repeated shortages, the firm shall be liable to be black-listed. This is without prejudice to the other rights arising/accruing to the purchaser under various clauses of tender specification & Purchase order-cum-contract agreement, if any placed.

20. FAKE INSPECTION CALLS

The purchasing authority will get the material inspected and issue dispatch instructions within 20 days of the date of receipt of call offering the material for inspection or date of readiness of material, whichever is later. In case date of readiness is not mentioned in the offer letter, then date of receipt of call shall be considered as date of readiness of material. In case the inspecting officer finds on arrival at the supplier's premises that the material less than 80% of the quantity offered in the inspection call is ready for inspection or material of the firm is rejected during testing/inspection, then the call shall be treated as fake call and the firm shall be responsible to pay fake call charges @ 10% of the value of the offered lot calculated as per P.O. rate subject to a maximum of Rs. 30,000/- per such occasion. Besides this, a letter of warning shall be issued and it shall be counted towards their performance for all intents and purposes. In case multiple sizes are to be inspected against a single inspection requisition, then the fake call charges shall be applicable on proportionate basis based on the PO value of items which were offered by the firm for inspection.

21. DISPATCH INSTRUCTIONS

The material will be required to be dispatched as per dispatch instructions issued by Chief Engineer/S&W, PSPCL, Ludhiana.. Any amendment there to is not to be entertained unless emanating from either Chief Engineer/S&W, PSPCL, Ludhiana office or this office.

22. RANDOM CHECKING

On receipt of material in the stores/workshops, PSPCL shall inspect the material at random as per provision of the Purchase order/contract irrespective of the fact whether or not, it has been inspected before dispatch. If the shortage/deviation from declared quantity /specification is noticed, the same shall be reported immediately by the consignee to the supplier, under intimation to all concerned. On receipt of such intimation from consignee(s), the CE in charge of the stores/workshops shall fix a date and time for joint verification under intimation to the supplier & all concerned giving minimum 10 days-time. The checking shall be carried out in the presence of firm's representative at Destination Station and in case the firm's representative does not happen to be present at destination on the specified date & time so fixed, then PSPCL shall be at liberty to do joint verification in his absence. The shortage/discrepancies so detected shall be applied on the full lot. In case shortage/discrepancies, in particular lot supplied to various consignees, are also noticed by different consignees, the above procedure shall be followed for joint verification by each and all such consignees. The maximum shortages/discrepancies detected by any of the consignees shall be applied to the entire lot of material supplied to various consignees. In case of any failure of material during random checking, PSPCL reserves the right to reject the entire lot at the risk and cost of the supplier.

In case of repeated shortages/discrepancies the firm shall be liable for suspension of business dealings/black listing. This is without prejudice to the other rights arising/accruing to the purchaser under various clauses of the Tender specification & Purchase Order-Cum-Contract.

23. JURISDICTION

All legal proceedings in connection with the Purchase Order/Contract shall be subject to the territorial Jurisdiction of the local Civil Courts at Patiala (Punjab) only.

24. ARBITRATION

- a) If at any time any question, dispute or difference, whatsoever, shall arise, between the Purchaser/PSPCL and the Contractors/Suppliers, upon or in relation, to or in connection with the Purchase Order/Contract, either party may forthwith give to the other, notice in writing of the existence of such question dispute or difference and the same shall be referred for sole arbitration as per the provisions of the Indian Arbitration Act, 1996 (amended upto date) who shall give a reasoned/speaking awards. The award of the Sole Arbitrator shall be final and binding on the parties under the provisions of the Indian Arbitration Act, 1996 (amended upto date) and of the rules there-under. Any statutory amendment, modification or re-enactment thereof for the time being in force, shall be deemed to apply to and be incorporated in the Contract/Purchase Order.
- b) Upon every or any such reference, the cost and incidental expense to the reference and award shall be in the discretion of the Sole Arbitrator so appointed who may determine the amount thereof or direct the same to be taxed as between Solicitor and Client or as between party and party shall direct by whom and to whom and in what manner the same is to be borne and paid.
- c) The work under the Contract shall, if reasonably possible, be continued during the proceedings of the arbitration and no payment due/ payable to the firm by the Purchaser/PSPCL shall be with-held on account of such proceedings.

25. CANCELLATION OF PURCHASE ORDER

The purchaser reserves the right to cancel the purchase order/ contract as a whole or in part at any time without any financial liability on either side/prior to the receipt of intimation regarding taking in hand the manufacture of material.

During the pendency of the Purchase order/ contract, if lower rates are received against the subsequent Tender Enquiry/Enquiries, then the supplier, whose overall contractual delivery period has expired, shall be offered to supply the material at either of the following rates, whichever is lower, along with any other terms and conditions at variance from the conditions as contained in the original purchase order, if any:

- a) Rates payable as per the terms and conditions of the Purchase Order less penalty as applicable
- b) Rates received against subsequent Tender Enquiry/Enquiries

In case the supplier refuses to accept the offer, then the purchase order shall be cancelled without any financial liability on PSPCL. However, if the supplier is debarred as per

Regulation 10 (x), then the cancellation of purchase order shall not have any effect on the debarred status of the supplier.

26. GOODS AND SERVICE TAX:-

PSPCL is registered centrally in the state under **GSTIN 03AAFCP5120Q1ZC**.

- i) GST, as applicable, will be paid as per prevailing provisions of GST Act & Laws against submission of documentary proof at rate(s) prevailing during the contracted delivery period on the basis of actual. The following certificates shall have to be furnished along with invoice –cum- gate pass duly signed by the authorized agent /signatory. The first invoice should accompany the specimen signatures of the authorized signatory duly attested by the Managing Director of the factory with a copy of orders regarding his appointment as authorized signatory.
- a) Certified that the transaction on which the GST is claimed has been/shall be included in the return submitted / to be submitted to the GST Authorities and the amount claimed from the Punjab State Power Corporation Ltd. has been / shall be paid to the GST Authorities.
- b) Certified that the goods on which GST has been charged have not been exempted under GST Act or rule made there under and that the GST charged on these goods is not more than what is payable under the provisions of relevant act.
- c) Certified that we shall indemnify the Punjab State Power Corporation Ltd. in case, it is found, at a later stage that wrong or incorrect payment had been received on account of GST; the same will be refunded.
- d) Certified that we are registered dealer under the GST Act and our Registration No. is _____
- ii) In case the GST is applicable /payable, necessary certificate of GST claimed / GST Gate Pass duly authenticated by the authorized representative of GST Authorities, shall however, be furnished by the supplier along with each consignment.
- iii) FURTHER any loss due to non-availability of ITC or levy of penalty/ interest payable by PSPCL on account of non-filing of return or non-compliance or any miss-statement given under the provisions of GST ACT by the firms shall be recoverable from them.
- iv) Further GST at applicable rates on principal supply shall be payable on Freight and Insurance.
- v) GST, wherever applicable, such as on any kind of penalties, Fake Call charges etc. shall be recoverable from the firm.

27. CHANGES

No variation or modification or waiver of any of the terms and provisions shall be deemed valid unless mutually agreed upon in writing by both the Purchaser and the Supplier.

30.12.21
Purchase officer/C&S
for EIC/MM, PSPCL Patiala

ANNEXURE -III

PRICE VARIATION FORMULA

Formula for giving price variation on Multi Core XLPE Cable is as under:-

$$P = P_o + AIF(AI - A_o) + XLFAL(Cc - Cco) + CCFAI(PVCc - PVCco)$$

Where in,

P= Price payable per Km as adjusted in accordance with the price variation clause.

Po= Price quoted/confirmed per Km as per PO.

AIF = Variation Factor for Aluminum as circulated by IEEMA (Variation Factor is to be selected depending upon type and size of cables).

AI ='London Metal Exchange (LME) Average Settlement Price of Aluminum including Premium for Ingot' in Rs./MT before one month of contractual delivery date or the actual delivery date whichever is advantageous to the purchaser (as per IEEMA indices).

Ao='London Metal Exchange (LME) Average Settlement Price of Aluminum including Premium for Ingot' in Rs./MT prior to one month of original date of opening of Tender (as per IEEMA indices).

XLFAL= Variation Factor for XLPE compound as circulated by IEEMA (Variation Factor is to be selected depending upon type and size of cable).

Cc = Price of XLPE compound (LV) in Rs./MT before one month of contractual delivery date or the actual delivery date whichever is advantageous to the purchaser (as per IEEMA indices).

Cco = Price of XLPE compound (LV) in Rs./MT prior to one month of original date of opening of Tender (as per IEEMA indices).

CCFAI = Variation Factor for PVC as circulated by IEEMA (Variation Factor is to be selected depending upon type and size of cables).

PVCc = Price of PVC(Grade-CW-22) in Rs./MT before one month of contractual delivery date or the actual delivery date whichever is advantageous to the purchaser (as per IEEMA indices).

PVCco = Price of PVC (Grade-CW-22) in Rs./MT prior to one month of original date of opening of Tender (as per IEEMA indices).

30.12.21
Purchase officer/C&S
for EIC/MM, PSPCL Patiala.

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ANNEXURE -IV

PROFORMA FOR BANK GUARANTEE

(TO BE EXECUTED ON A NON-JUDICIAL STAMP PAPER OF THE APPROPRIATE VALUE).

Bank Guarantee No. _____

Dated: _____

1. The bank of _____ hereby agree unequivocally and unconditionally to pay, within 48 hours, on demand in writing from the Chief Engineer /MM, Central Purchase Organisation, Punjab State Power Corporation Ltd, Patiala or any Officer authorised by him in this behalf, of any amount up to and not exceeding Rs. _____ (in words Rs. _____) to the Punjab State Power Corporation Ltd on behalf of M/s _____ who have entered into a contract or who have unconditionally accepted the Purchase Order No. _____ dated _____ for the supply of material _____ for order value of Rs. _____.
2. This Guarantee shall be valid and binding on this Bank up to and including _____ and shall not be terminable by notice or on account of any change in the constitution of the Bank or the firm or contractors/Suppliers or by any other reasons what-so-ever and our liability hereunder shall not be impaired or discharged by any extension of time or variation or alternations made, given, conceded or agreed with or without our knowledge or consent, by or between the parties to the said contract/purchase order.
3. Our liability under this Guarantee is restricted to Rs. _____ (Rs. _____). Our Guarantee shall remain in force until _____. Unless action to enforce a claim under the guarantee is filed against us within six months from that date i.e. _____ all your rights under the said guarantee shall be forfeited and we shall be released and discharged from all liabilities there under.
4. We hereby agree that any claim or dispute arising under this deed shall fall within the exclusive jurisdiction of competent courts at Patiala.
5. We hereby further declare that the deed has been executed by our lawfully constituted attorney legally, competent to sign and execute such deeds.

Witness:

1. _____
2. _____

Sign _____
For Prop. _____
Bank: _____