

**PURCHASE ORDER (PO)**

PO No.: TFL/TAL/C&P/XLPE CABLE/PO-021/24-25

March 14, 2025

M/s Sterlite Power Transmission Limited,  
DLF cyber Park, Block-B,  
9th Floor, Udyog Vihar, Phase-III, Sector-20  
Gurgaon, Haryana-122008

Mob No. : 08511196021 / 09818032581  
Email ID : [pcbh.marketing@sterlite.com](mailto:pcbh.marketing@sterlite.com); [dhritiman.biswas@sterlite.com](mailto:dhritiman.biswas@sterlite.com);  
[lokesh.kapoor@sterlite.com](mailto:lokesh.kapoor@sterlite.com)

Kind Attn: Mr. Dhritiman Biswas, Global Sales Head-PCB

Sub: Purchase Order (PO) for "Supply of 220 KV D/C Single Core 1000 sq. mm. Copper XLPE Cable at TFL, Talcher".

Ref.:

1. NIT / Tender Document No. **PNMM/PC-183/E-4026/NCB DATED 13.09.2024** [E-Tender ID: 2024\_PDIL\_826047\_1] issued by PDIL (on behalf of TFL) for "Supply of 220 KV D/C Single Core 1000 sq. mm. Copper XLPE Cable at TFL, Talcher" and all its associated Amendments thereof (as per Annexure-G of the PO attached herewith)."
2. Your Offer No. **SPTL/PDIL/TFL/GETCO/E-4026/NCB/01 DATED 01.10.2024** (E Bid No. 3097150) and all subsequent Correspondences received against above referred Tender and and all its associated Amendment(s).
3. Our FOA (Fax of Acceptance) No. **TFL/TAL/C&P/XLPE CABLE/24-25/FOA-006 dated 06.01.2025**

Dear Sir / Madam,

Further to our FAX OF ACCEPTANCE (FOA) No. **TFL/TAL/C&P/XLPE CABLE/24-25/FOA-006 dated 06.01.2025**, we are pleased to issue this "Purchase Order (PO) for "Supply of 220 KV D/C Single Core 1000 sq. mm. Copper XLPE Cable at TFL, Talcher." The 'Purchase Order' shall be executed strictly in accordance with the terms and conditions set out below:

**1.0 TECHNICAL SPECIFICATIONS:**

Please refer Section VI of tender document (Tender No. **PNMM/PC-183/E-4026/NCB DATED 13.09.2024** and its associated Amendment, floated by PDIL on behalf of TFL).



Page 1 of 9

**2.0 CONTRACT VALUE / ORDER VALUE**

The total order value shall be **Rs 8,05,00,667/- (Rupees Eight Crore Five Lakhs Six Hundred and Sixty Seven only)**, inclusive of Packing & Forwarding charges, Freight charges but exclusive of GST and **Rs 9,49,90,787/- (Rupees Nine Crore Forty Nine Lakhs Ninety Thousand Seven Hundred and Eighty Seven only)** inclusive of Packing & Forwarding charges, Freight charges and GST, presently applicable @ 18%.

Detailed SCHEDULE OF RATES (SOR) is attached as **Annexure – B**.

**3.0 FIRM PRICE:**

The unit rates appearing in the detailed SCHEDULE OF RATES (SOR) [Annexure-C] shall remain FIRM AND FIXED till all the ordered material has been supplied and will not be subject to variation on any account, except specifically mentioned elsewhere in the tender document.

**4.0 TERMS & CONDITIONS:**

This PO is strictly subject to all terms and conditions contained in the tender document No. **PNMM/PC-183/E-4026/NCB DATED 13.09.2024** and its associated Amendment, if any, issued against the NIT.

**5.0 DELIVERY PERIOD:**

Four (04) months from date of issuance of Fax of Acceptance (i.e. 06.01.2025). Date of receipt of goods by Purchaser at its designated sites / stores shall be considered as the date of delivery.

All other Terms & Conditions related to "Delivery Period / Completion Period / Time Schedule" shall be as per tender document and its associated Amendment, if any.

**6.0 DELIVERY BASIS**

Delivery basis shall be FOR (Truck)/FOT SITE.

**7.0 DELIVERY LOCATION / CONSIGNEE**

The detail of location & consignee is indicated as hereunder.

M/s Talcher Fertilizers Ltd. (TFL),  
Talcher, Post: Vikrampur,  
Dist: Angul, Odisha  
Pincode-759106  
GST No. 21AAFCT8667A1ZH

**8.0 INSURANCE**

Inland Transit insurance with adequate coverage for transportation of equipment/materials to Plant Site(s) shall be taken by Supplier at its own cost. The Policy shall be taken in the joint name of Supplier and OWNER, with Owner as primary beneficiary and Supplier as joint beneficiary.



**9.0 TERMS OF PAYMENT**

A. 40% of supply order value including packing & forwarding charges shall be made against dispatch documents within 30 days from presentation of documents to TFL subject to submission of following documents:

- 1) Delivery Challan
- 2) Manufacturer's certificate of inspection for shipment in one original and one photocopy / Manufacturer's test certificate (wherever applicable).
- 3) Third Party Inspection Release Note clearly indicating that material has been inspected and accepted as per QAP approved by OWNER, or waiver certificate issued by OWNER (wherever applicable).
- 4) Railway Receipt/LR (wherever applicable)
- 5) Insurance Certificate/Intimation
- 6) Guarantee/ Warranty certificate (wherever applicable)
- 7) Operation & Maintenance manual (wherever applicable)

B. Balance of 60% of supply order value including packing & forwarding charges shall be paid within 30 days from the date of receipt & acceptance of material at site subject to submission of following documents.

- 1) Signed Invoices
- 2) Manufacturer's certificate of inspection for shipment in one original and one photocopy / Manufacturer's test certificate (wherever applicable)
- 3) Railway Receipt/LR (wherever applicable)
- 4) Entry gate pass duly endorsed by Owner's security for verification of physical entry of material at site.
- 5) Certificate of verification and good condition after receipt of material at site by Owner.

C. Payment for transportation charges shall be made within 30 days from the date of receipt and acceptance of equipment / material at our site against submission of invoice duly supported by the Railway Receipt/LR as applicable.

D. Payments shall be released by the Owner within 30 days of submission of invoice. Kindly note that the GSTN of Talcher Fertilizers Ltd., Talcher, Odisha is **21AAFCT8667A1ZH**.

**E. PAYING AUTHORITY**

Director (Finance),  
Talcher Fertilizers Limited  
Administrative Building  
Talcher, Post: Vikrampur,  
Dist: Angul, Pin code: 759106  
Odisha.

**10.0 INSPECTION, TESTING & EXPEDITING**

10.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications. The special conditions of Contract and/or the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing the identity of any representative(s) retained for these purposes.



- 10.2 The inspections and tests may be conducted on the premises of the Supplier or his sub-contractor(s), at point of Delivery and/or at the Goods' final destination. When conducted on the premises of the Supplier or his sub-contractor (s), all reasonable facilities and assistance including access to the drawings and production data shall be furnished to the inspectors at no charge to the Purchaser.
- 10.3 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject them and the Supplier shall either replace the rejected Goods or make all alterations necessary to meet Specifications' requirements, free of cost to the Purchaser.
- 10.4 The Purchaser's right to inspect, test and where necessary reject the Goods after the Goods' arrival in the Purchaser's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser, or their representative prior to the Goods shipment from the country of Origin.
- 10.5 The Inspector may follow the progress of the manufacture of the Goods under the Contract to ensure that the requirements outlined in the Contract are not being deviated with respect to schedule and quality. Supplier shall allow the Inspector to visit, during working hours, the workshops relevant for execution of the Contract during the entire period of Contract validity.
- 10.6 Any materials/goods covered under scope of Contract, which during the process of inspection by Inspector, at any stage of manufacture/fabrication and subsequent stages, prior to dispatch is found not conforming to the requirements/specifications of the Purchase Order, shall be liable for immediate rejection. Supplier shall be responsible and liable for immediate replacement of such material with acceptable material at no extra cost or impact on the delivery schedule to Purchaser.
- 10.7 In order to enable Purchaser's representatives to obtain entry visas in time, Supplier shall notify Purchaser two months before assembly, testing and packing of main Equipment.
- 10.8 Supplier shall place at the disposal of the Inspector, free of charge, all tools, instruments, and other apparatus necessary for the inspection and/or testing of the Goods. The Inspector is entitled to prohibit the use and dispatch of Goods and/or materials which have failed to comply with the characteristics required for the Goods during tests and inspections.
- 10.9 Supplier shall advise in writing of any delay in the inspection program at the earliest, describing in detail the reasons for delay and the proposed corrective action.
- 10.10 All Tests and trials in general, including those to be carried out for materials not manufactured by Supplier shall be witnessed by the Inspector. Therefore, Supplier shall confirm to Purchaser by fax or e-mail about the exact date of inspection with at least 30 days notice. Supplier shall specify the Goods and quantities ready for testing and indicate whether a preliminary or final test is to be carried out.
- 10.11 If on receipt of this notice, Purchaser should waive the right to witness the test, timely information will be given accordingly.



- 10.12 Any and all expenses incurred in connection with tests, preparation of reports and analysis made by qualified laboratories, necessary technical documents, testing documents and drawings shall be at Supplier's cost. The technical documents shall include the reference and numbers of the standards used in the construction and, wherever deemed practical by the Inspector, copy of such standards.
- 10.13 Nothing in Clause No. 10 shall in any way release the Supplier from any warrantee / guarantee or other obligations under this Contract.
- 10.14 Arrangements for all inspections required by Indian Statutory Authorities and as specified in technical specifications shall be made by Supplier.
- 10.15 INSPECTION & REJECTION OF MATERIALS BY CONSIGNEES

When materials are rejected by the consignee, the Supplier shall be intimated with the details of such rejected materials, as well as the reasons for their rejection, also giving location where such materials are lying at the risk & cost of the Supplier. The Supplier will be called upon either to remove the materials or to give instructions as to their disposal within 14 days and in the case of dangerous, infected and perishable materials within 48 hours from the date of such written Notice, failing which the consignee/Purchaser will either return the materials to the Supplier on freight to pay or otherwise dispose them off at the Supplier's risk and cost. The Purchaser shall also be entitled to recover handling & storage charges, as per Clause No. 27.4 of Section – IV (General Conditions of Contract) of Tender Document.

All other Terms & Conditions related to Inspection, Testing & b Expediting shall be as per the tender document and its associated Amendment(s).

**11.0 THIRD PARTY INSPECTION:**

Third Party Inspection is in Supplier's scope. The unit rates appearing in the detailed SCHEDULE OF RATES (SOR) are inclusive of Third Party Inspection charges and no additional charges in this regard shall be paid by Purchaser.

**12.0 PRICE REDUCTION SCHEDULE (PRS) FOR DELAYED DELIVERY**

- 12.1 Subject to Clause No. 29 of Section-IV (General Conditions of Contract), if the Supplier fails to deliver any or all of the Goods or performance of the services within the time period (s) specified in the Contract, the Purchaser shall, without prejudice to his other remedies under the Contract, deduct from the Contract Price, a sum calculated on the basis of the Contract Price, including subsequent modifications.

**12.1.1 Deductions shall apply as per following formula:**

- A. For order including only supply of Goods/Equipment/Package:

In case of delay in delivery of equipment/materials or delay in completion, PRS shall be applicable  $\frac{1}{2}$  % (half percent) of the order value per complete week of delay or part thereof subject to a maximum of 5% (five percent) of the Total Contract Price/ Order Value.

The portion of supply completed in all respect which can be used for commercial operation shall not be considered for applying PRS, if delivered within contractual delivery period. The remaining supplies which are completed beyond



the contractual delivery shall attract price reduction schedule @ 1/2% of the delayed delivery value maximum up to 5% of total Purchase Order Value.

Decision of the Purchaser in the matter of usage for commercial operation shall be final and binding.

Note: When installation and/or commissioning is in Supplier's scope, the above clause 'A' will not be applicable, in such cases clause 'B' below will be applicable.

B. For order including both supply of Goods and Services (i.e. supervision, installation, erection, commissioning etc.):

NOT APPLICABLE

- 12.2 Both Supplier and Purchaser agree that the above percentages of price reduction are genuine pre-estimates of the loss/damage which the Purchaser would have suffered on account of delay/breach on the part of the Supplier and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such breach/delay. A decision of the Purchaser/EIC in the matter of applicability of price reduction shall be final and binding.
- 12.3 In case of delay in delivery on the part of Supplier, the invoice/document value shall be reduced proportionately for the delay and payment shall be released accordingly.
- 12.4 In the event the invoice value is not reduced proportionately for the delay, the Purchaser may deduct the amount so payable by Supplier, from any amount falling due to the Supplier or by recovery against the Contract Performance Security.
- 12.5 In case of FOT Site /dispatch point order, the value referred in PRS clause is the EXW value (i.e. excluding GST and Freight/Inland Transportation) for delay in supply. In case of Import, PRS shall be applicable on FOB amount (except EXW orders) for delay in supply.
- 12.6 PRS is the reduction in the consideration / contract value for the goods / services covered under this contract. In case of delay in supply/ execution of contract, Supplier should raise invoice for reduced value as per Price Reduction Schedule Clause (PRS clause). If Supplier has raised the invoice for full value, then Supplier shall issue Credit Note towards the applicable PRS amount with applicable taxes.

In such cases if Supplier fails to submit the invoice with reduced value or does not issue credit note as mentioned above, TFL will release the payment to Supplier after giving effect of the PRS clause with corresponding reduction of taxes charged on vendor's invoice, to avoid delay in delivery/collection of material."

In case any financial implication arises on TFL due to issuance of invoice without reduction in price or non-issuance of Credit Note, the same shall be to the account of Supplier. TFL shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) together with penalties and interest, if any, against any amounts paid or becomes payable by TFL in future to the Supplier under this contract or under any other contract.

All other Terms & Conditions related to Price Reduction Schedule (PRS) shall be as per the tender document and its associated Amendment(s).



**13.0 TAXES AND DUTIES:**

Please note that the responsibility of payment of **GST (CGST & SGST or IGST or UTGST)** lies with the Contractor only. Contractor providing taxable service shall issue an Invoice/ Bill/ e-Invoice, as the case may be as per rules/ regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Contractor with requisite details.

Payments to Contractor for claiming **GST (CGST & SGST/UTGST or IGST)** amount will be made provided the above formalities are fulfilled. Further, OWNER may seek copies of challan and certificate from Chartered Accountant for deposit of **GST (CGST & SGST/UTGST or IGST)** collected from Owner.

All other Terms & Conditions related to contract value / price & taxation shall be as per the tender document and its associated Amendment(s).

**14.0 Compliance to "Public Procurement (Preference to Make in India) Order 2017"**

You have given undertaking in your bid document that you are to be considered as a "Local supplier" under "Public Procurement (Preference to Make in India) Order 2017" by virtue of meeting the mandatory minimum Local Content requirement of 50% specified in the said policy. Accordingly, the provisions of the said policy dated 16.09.2020 as attached with the tender document and its associated Amendment(s) shall be applicable for this contract.

**15.0 GUARANTEE PERIOD:**

Please refer Clause No. 20 of Section-IV (General Conditions of Contract) of Tender document and its associated Amendment, if any.

**16.0 CONTRACT PERFORMANCE SECURITY (CPS) / SECURITY DEPOSIT (SD)**

The CONTRACTOR shall furnish Contract Performance Security / Security Deposit to the EMPLOYER, within 30 days from the date of issuance of 'Fax of Acceptance'. The Contract Performance Security shall be in the form of either Banker's Cheque or Demand Draft or Insurance Surety Bond or Fixed Deposit Receipt or Letter of Credit or Bank Guarantee as per **Form F-4** and shall be in the currency of the Contract.

The value / amount of Contract Performance Security/ Security Deposit shall be for an amount of 5% of total contract / order value exclusive of GST (CGST & SGST/UTGST or IGST). The Contract Performance Security shall be towards faithful performance of the contractual obligations and performance of the equipment.

For other details, please refer Clause No. 38 of Section – III (Instruction to Bidders) of Tender document and its associated Amendment, if any .

The original "Contract Performance Security (CPS) / Security Deposit (SD)" (by way of Bank Guarantee or Demand Draft or Banker's Cheque or Insurance Surety Bond or Fixed Deposit Receipt or Letter of Credit) shall be sent to following address:

Mr. Sura Deogam,  
DM (C&P)



Administrative Building  
Talcher Fertilizers Limited,  
Talcher, Post: Vikrampur,  
Dist. Angul, Pin - 759106  
Odisha

**Note:**

- In case CPS is submitted by way of Bank Guarantee, the non-judicial Stamp paper of appropriate value only or equivalent document value shall have to be purchased in the name of the bank executing the bank guarantee and not in the name of the CONTRACTOR.
- In case CPS is submitted by way of Bank Guarantee/IMPS/NEFT/RTGS/SWIFT etc., the bank details of TFL is as under—

**Account holder's name:** Talcher Fertilizers Limited  
**Bank Name:** State Bank of India  
**Branch:** CAG II, New Delhi  
**Account Number:** 41256023769  
**Type (Current/Saving):** Current  
**IFSC code:** SBIN0017313

All other Terms & Conditions related to Contract Performance Security (CPS) / Security Deposit (SD)" shall be as per the tender document and its associated Amendment(s).

**17.0 INTEGRITY PACT AGREEMENT**

INTEGRITY PACT shall be applicable for this contract. The Integrity Pact Agreement is placed at **Annexure - C**.

**18.0 BANK DETAILS:**

The Bank Detail of M/s Sterlite Power Transmission Limited is attached as **Annexure-D**.

**19.0 POST ORDER CORRESPONDENCE**

- (A) Mr. Kailash Joshi  
Project Manager,  
M/s Projects & Development India Limited,  
P.D.I.L Bhawan, A-14, Sector-1,  
Noida -201301  
E-Mail: kjoshi@pdilin.com
- (B) Mr. S. K. Dash, CM (Elec.)  
Administrative Building,  
Talcher Fertilizers Limited  
Talcher, Post: Vikrampur,  
Dist. Angul, Pin – 759106  
Odisha  
E-Mail: skdash@tflonline.co.in



**20.0 OTHERS TERMS & CONDITIONS OF CONTRACT**

All other terms and conditions of the contract shall be governed by Tender No. **PNMM/PC-183/E-4026/NCB DATED 13.09.2024** and all associated Amendment(s) issued against the NIT.

This DLOA is being issued to regularize the FAX OF ACCEPTANCE No. **TFL/TAL/C&P/XLPE CABLE/24-25/FOA-006 dated 06.01.2025.**

This Purchase Order (PO) along with all enclosures is being issued to you in duplicate. You are requested to return to us one copy, duly signed and stamped on each page.

Thanking you,

Yours faithfully,  
For M/s Talcher Fertilizers Limited,  
  
  
(Sura Deogam)  
DM (C&P)

**ENCLOSURES:**

1.	<b>Annexure-A</b>	FOA No. TFL/TAL/C&P/XLPE CABLE/24-25/FOA-006 dated 06.01.2025 (3 Pages, Page No. 264 to 266)
2.	<b>Annexure-B</b>	Schedule of Rates (SOR) [1 Pages, Page No. 263]
3.	<b>Annexure-C</b>	Integrity Pact Agreement (9 Pages, Page No. 254 to 262)
4.	<b>Annexure-D</b>	Bank Details of M/s Sterlite Power Transmission Limited (1 Pages, Page No. 253)
5.	<b>Annexure-E</b>	Public Procurement (Preference to Make In India) Order 2017 (2 Pages, Page No. 251 to 252)
6.	<b>Annexure-F</b>	Provision for procurement from a bidder which shares a land border with India (2 Pages, Page No. 249 to 250)
7.	<b>Annexure-G</b>	Complete set of Tender Document No. PNMM/PC-183/E-4026/NCB DATED 13.09.2024 and all its associated Amendment(s) [248 Pages, Page No. 1 to 248]