

CHAMUNDESHWARI ELECTRICITY SUPPLY CORPORATION LIMITED  
(A Government of Karnataka Undertaking)

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Corporate office,  
#29, Vijayanagara 2<sup>nd</sup> Stage,  
Hinkal, Mysuru-570017

No: CESC/GM (P)/DGM(P)/AAGM(P-2)/2020-21/ Cys-477

Date: 15 JUL 2020

To, M/s Deco Steel Industries, B-561, 2nd Gate, Industrial Estate, Gokul Road, Hubbli – 580030. Karnataka.	P.O. No: 1295
MSM Enterprises GST No: 29AFMPB1931L1ZB.	Ref: 1. Tender Enq. No. CESC/GM(P)/C2-4635 Dtd: 18-10-2019 (CESC/2019-20/ INDENT532). 2. Techno-commercial bid opened on 24.12.19 & price bid opened on 03-02- 2020. 3. Approval Note No.72 Dtd.20.03.2020.

By Reg. Post with Ack

**SCHEDULE-A**

CESC is pleased to place Purchase Order for Manufacturing, Testing, Inspection and Supplying of Spiral Earth Electrode conforming to the drawings and technical specifications, corresponding to tender enquiry vide reference(1), within CESC jurisdiction.

Sl. No.	Material	Material Code	Quantity in No.	Unit break up price (₹)	
1	Spiral Earth Electrode	281683	37500	Unit Ex-Works price (₹)	81.00
				CGST@9%	7.29
				SGST@9%	7.29
				Unit FORD price inclusive of all (₹)	95.58
Total Amount (₹)				35,84,250.00	
Rupees Thirty Five Lakhs Eight Four Thousand Two Hundred and Fifty Only.					

- Prices:** - The FORD price is FIRM throughout the period of contract. Prices are inclusive of F&I
- Taxes and Duties:**
  - Statutory Taxes and duties will be paid as indicated by the supplier in the Price Bid.
  - If there is any concession/reduction in the taxes and duties due to change in policy of the Central /State Government, the same shall be availed and passed on to CESC.
  - Due to change in policies by the Central/State Government then such enhanced taxes will be payable by CESC.
  - No claim for increase in any variation of statutory taxes and duties or levies or due to introduction of new tax shall be entertained during the extended period of contract attributable to the bidder.
- Insurance:** As per the Prices accepted including tax, F&I and Transportation charges, it is entirely the supplier's responsibility to see that the materials are received correctly at the destination. In case of shortage/damage/non-receipt etc., same shall be replaced, pending settlement from your under writers.

4. **Currency:** The Currency of this Purchase Order is valid for 12 Months from the date of PO.

5. **Inspection and Testing :**

The supplier shall offer necessary facilities to the representative of the OWNER to inspect his works during the process of manufacture of the material ordered and conduct all routine tests on the material to be delivered to the OWNER. The program of test shall be intimated fifteen days in advance to arrange for deputing the OWNER's representative to be present at the time of conducting the test.

The requisition letter of "inspection call" from suppliers should be submitted to the office of the General Manager, Procurement, Corporate office, #29, Vijayanagara 2<sup>nd</sup> Stage, Hinkal, Mysuru-570017.

After supply of the materials, samples taken out from the materials lots supplied by the successful bidder for testing in third party laboratory for conducting acceptance tests at the cost of CESC. If the tested materials are found failed/defective, such lots will be rejected.

6. **TEST CERTIFICATES:**

All tests viz., Type tests and Routine tests as per relevant IS/ IEC specifications etc., shall be conducted and test certificates shall be forwarded, well in advance, before the dispatch of materials, duly signed by responsible officer of the supplier's organization for the OWNER'S approval. The materials shall be dispatched only after receipt of approval of Test Report. Hundred percent of materials should be tested in laboratory for quality and the signed test reports should be submitted.

7. **Delivery Schedule :**

Ordered quantity of materials are to be delivered to the consignee division stores of CESC, as per the schedule below.

August'20	October'20	December'20	February'21	Total
10000 Nos.	10000 Nos	10000 Nos.	7500 Nos	37500 Nos.

The consignment shall carry the details of Purchase Order/Date, Name of Manufacturer, Date of Manufacturing and Consignee details.

**Note:** Internal allotment will be given later.

8. The materials mentioned above shall confirm to specification and drawing of CESC mentioned in the tender document.

9. **Guarantee:**

In the event of tender being accepted, the bidder shall guarantee the material offered for satisfactory operation and against failure due to bad workmanship and inherent defects in design or materials, for a period of 18 months from the date of supply or 12 months of service whichever is earlier. The supplier has to make good, by replacing with new materials at his own cost, the materials that fail during the guarantee period.

10. **Penalty for delay for suppliers performance:**

A penalty of ½% per week or part there of subject to a maximum 10% of the value of the material undelivered will be levied for all delayed supplies beyond stipulated period. However, due consideration will be given in the levy of penalty, for reasons absolutely beyond the control of the manufacturer/supplier (Force Majeure) for which documentary evidence shall invariably be produced to the satisfaction of the competent authority of the OWNER. The decision of the owner's authorized representative will be final and binding on the supplier.

The material shall be supplied observing all the formalities within the stipulated time. The delay in supply of materials and there by attracting penalty clause is treated as unsatisfactory service.

11. **Payment:**

The Company will arrange payment of 100% value of materials plus Taxes and Duties against presentation of dispatch and other documents as specified below by means of cheque of the Executive Engineer(Elec.) of the Consignee Division of OWNER after satisfying the terms and conditions of the order and after receipt of Material Acknowledgement Statement from the Consignee Stores. The taxes are payable as per clause-2 above

For arranging 100% payment, the following documents will have to be furnished by the supplier to the concerned O&M Executive Engineer (E), for processing and payment etc. Total payment should not exceed the total value of P.O.

- a. Invoice in duplicate, stamped and pre-receipted.
- b. Delivery Challan duly acknowledged by Consignee. The payment will be arranged against clear acknowledgment duly signed by the Storekeeper and Store Officer of the concerned CESC Stores.
- c. Material Acknowledgment Statement (to be furnished by Consignee).
- d. Approved Test Certificate or reference to letter of OWNER approving the test certificate.
- e. No interest shall be paid for delayed payments from CESC.

**12. Security Deposit:**

Security Deposit amount equal to 5% of the value of the order in due fulfillment of the contract to be paid as follows:

The Security deposit to an extent of 5% value of the order of Rs. 1,79, 250/- .shall be paid. The mode of payment of Security Deposit shall be payable in the form of Bank Guarantee from the Nationalized/Scheduled Bank in favour of GM (Procurement) of CESC.


In the event of the manufacturer/supplier failing to deposit such security, the earnest money deposited with the tender shall be forfeited by the OWNER who shall have full discretion to cancel the acceptance communicated to the said supplier..

The Bank Guarantee furnished against security deposit shall be valid up to 90 days after the expiry of Guarantee period of last consignment. The contract performance security shall be retained till the expiry of its validity.

The Security Deposit will be discharged without any interest at the end of successful completion of Guarantee period.

13. **Technical Specification:** The materials mentioned above shall confirm to IS specification and drawing mentioned in the tender document.
14. **Arbitration:** Any dispute or difference or claim arising out of, or in connection with, or relating to the present contract or the breach, termination or invalidity thereof, shall be referred and settled under the Arbitration Centre – Karnataka (Domestic & International) Rules 2012 by one or more arbitrators appointed in accordance with its rules.
15. **Acknowledgement and Acceptance Form:** Please return the acknowledgment and acceptance of the order duly, signed with the firm's seal within **7 days** from the date of issue of this purchase order.
16. **All the other terms and conditions mentioned in Bid Documents are part of this PO.**

**Note:** Please quote the above Purchase Order number and date in all future correspondences.

  
General Manager (Procurement), 15/07/2020  
CESC, Mysuru.

