



Bangalore Electricity Supply Company Limited

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Ref. No. : GMP/DGMP/AGMP2/BC-10/6032-78

E-mail : gmproc@bescom.co.in

Encl :

4TH Floor, Corporate Office,

Procurement Section,

BESCOM, K.R. Circle,

Bangalore-560 001.

Date:

24 OCT 2019

Regd post with Ack due

PURCHASE ORDER NO: 1881

To,

M/s. Kavika Ltd,
P.B. No. 2610, Mysore Road,
Bangalore-560026.

Sir,

Sub: Supply of 25/63/100KVA 3-Phase Aluminium wound
BEE 4 Star rated (Star-1) Distribution Transformers.

Ref: 1) Minutes of the meeting held on 07.10.2017 for fixation of
uniform price for supply of 4 & 5 star rated distribution
transformers under the chairmanship of MD, KPTCL.

2) Order No. F.D-501 Expenditure-12/19 dated.13.05.2019
issued by Addl. Secretary to Government, Finance
Department, Vidhana Soudha, Govt. of Karnataka. (KTPP
Act Exemption)

3) Approval of Hon'ble MD, BESCOM on this office note
dtd.01.10.2019.

Bangalore Electricity Supply Company Limited is pleased to place the
Purchase Order on your firm for supply of 25/63/100KVA 3-Phase
Aluminium wound BEE 4 Star rated (Star-1) Distribution Transformers as
specified in the Schedule 'A' - "PRICE SCHEDULE" attached herewith.

We request you to supply the materials as per the delivery schedule
specified in the Schedule 'A'. The terms and conditions of the supply are
setout in Schedule 'B' - "SCHEDULE OF TERMS & CONDITIONS OF
CONTRACT".

Following will form an integral Part of this Purchase order:

1. Schedule - A : Price Schedule
2. Schedule - B : Schedule of Terms & Conditions of Contract
3. Schedule - C : Technical Specification

Please return the enclosed "Acknowledgement and Acceptance" form
of this Purchase order, duly signed within **Fifteen Days** from the date of this
Purchase order or within **Seven Days**, from the date of receipt of this
Purchase order, whichever is earlier, failing which it will be deemed that you
have accepted this Purchase order.

Yours faithfully,

[Signature] 4/10
**General Manager Ele,
Procurement, BESCOM**

Copy to:

- 1) The Chief Engineers, C, O&M, BMAZ/BRAZ/CTAZ, BESCOM.
- 2) The Chief General Manager, (I/A), Corporate office, BESCOM.
- 3) The General Manager (Ele), Quality & Safety, Corporate office, BESCOM.
- 4) All the Superintending Engineers, C, O&M Circles of BESCOM.
- 5) The Executive Engineer (Ele), BESCOM Stores, Rajajinagar.
- 6) All the Executive Engineers Ele, C, O&M Divisions of BESCOM.
- 7) Asst. General Manager, MM/F&C, Procurement, Corporate Office, BESCOM.
- 8) M.F/OC.



Bangalore Electricity Supply Company Limited

Purchase order No. 1881

M/s. Kavika Ltd,
P.B. No. 2610,
Mysore Road,
Bangalore-560026.

Ref:

- 1) Minutes of the meeting held on 07.10.2017 for fixation of uniform price for supply of 4 & 5 star rated distribution transformers under the chairmanship of MD, KPTCL.
- 2) Order No. F.D-501 Expenditure-12/19 dated.13.05.2019 issued by Addl. Secretary to Government, Finance Department, Vidhana Soudha, Govt. of Karnataka. (KTPP Act Exemption)
- 3) Approval of Hon'ble MD, BESCOM on this office note dtd.01.10.2019.

SCHEDULE-A

Supply of 25/63/100KVA 3-Phase Aluminium wound BEE 4 Star rated (Star-1) distribution transformers, as per attached technical specification.

Sl. No.	Material	Qty in Nos	Unit Ex-works price in Rs.	Freight In Rs.	CGST @9%	SGST @9%	Unit Computed FORD price in Rs.	Total Computed FORD price in Rs.
1	25 KVA 4 star rated (Star-1) distribution Transformers	2000	54000.00	1000.00	4950.00	4950.00	64900.00	129800000.00
2	63 KVA 4 star rated (Star-1) distribution Transformers	250	101000.00	1000.00	9180.00	9180.00	120360.00	30090000.00
3	100 KVA 4 star rated (Star-1) distribution Transformers	250	125000.00	1000.00	11340.00	11340.00	148680.00	37170000.00
Total-A								197060000.00

1.0 **Prices:**

The unit Ex-works price indicated above is variable as per IEEMA Price variation.

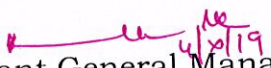
2.0 **Taxes:**


2.1 Taxes will be paid as shown above. If there is any concession/reduction in the CGST/SGST by the change in policy of the Central Government or State Government the same shall be availed and passed on to BESCOM.

2.3 If there is any enhancement in the statutory taxes like CGST/SGST due to change in policies by the Central/State Government then such

Budget Certificate for the FY 2019-20

	(Amt in Rs.)
Proposed Store Budget allocated for the year towards Line Materials as per O.M. No.BC-12/F-751/2019-20/1315-24 dt.20/05/2019	5,30,00,00,000.00
Budget already certified	10,79,58,843.00
Balance Available	5,19,20,41,157.00
Cost of Present P.O.No.1881 placed on M/s.Kavika Ltd. for Supply of 25/63/100 KVA 3-phase Aluminium wound BEE 4 star rated(Star-1) Distribution Transformers.	19,70,60,000.00
Progressive Total including present PO	30,50,18,843.00
Available Balance	4,99,49,81,157.00


Assistant General Manager (I/A)-4
Corporate Office, BESCOM,
Bangalore.


Deputy General Manager (I/A)
Corporate Office, BESCOM,
Bangalore.

enhanced taxes will be payable by BESCOM. Any new taxes shall have to be borne by the firm.

2.4 No claim for any increase towards statutory variation regarding enhancement of existing tax or duty or introduction of a new tax of duty shall be entertained during the extended period of contract if the extension is required by causes attributable to the contractor.

3.0 **Stage wise Inspection:** Stage wise qualities test/checking will be conducted by the Engineer deputed by BESCOM, as per Govt. of India testing norms/standards stipulated.

Further, type test certificates for 25, 63 & 100KVA, 4 star rated (Star-1) distribution transformers as per BESCOM specification and standards specified in this purchase order shall be submitted before commencement of supply.

4.0 **GTP and drawing:** The GTP and drawings of 25, 63 & 100KVA 4 star rated (Star-1) distribution transformers shall be approved from General Manager (Ele), Q,S&S Section, BESCOM before commencement of production.

5.0 **Delivery Schedule:**

The ordered quantity of 25/63/100KVA 4 star rated (Star-1) distribution transformers shall be supplied as noted below. However, early supplies will be preferred. The name of the consignee division will be informed at the time of issue of Dispatch Instructions.

Month	4 Star rated (Star-1) 25 KVA	4 Star rated (Star-1) 63 KVA	4 Star rated (Star-1) 100 KVA
Oct-19	500	-	60
Nov-19	500	90	60
Dec-19	500	90	60
Jan-20	500	70	70
Total	2000	250	250

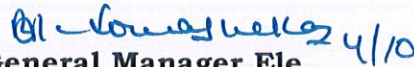
6.0 **Guarantee:**

a) The material offered shall be guaranteed for satisfactory operation and against failure due to bad workmanship and inherent defects in design or materials for a period of **five years** from the date of commissioning. The supplier shall make good by replacing with new material, at his own cost that fail during the guarantee period.

- b) The material samples shall be selected in each lot supplied to the store/site at random by authorized BESCO officer/official in presence of the authorized representative of the supplier. This randomly selected samples shall be properly sealed with the signature of both the parties affixed on the sample and shall be sent to M/s. CPRI/ Government approved laboratories for conducting type tests as prescribed by IS/IEC/BESCO specification.
- c) If the randomly selected sample fails in any of the tests prescribed, the entire lot will be rejected and the firm has to replace the entire lot at his own cost.
- d) Even the replaced lot will be subjected to testing as above, once the tests of samples are passed then only the lot will be accepted.
- e) The cost of test will be borne by BESCO for the trial for which samples pass the tests. The failure trials the cost shall be to the suppliers account.

7.0 Unique ID Code:

Unique ID Plate along with Unique ID number shall be welded as per Technical Specification attached.


**General Manager Ele,
Procurement, BESCO**

SCHEDULE - B' - TERMS & CONDITIONS OF CONTRACT

- 1.0 Irrespective of anything stated or implied in your offer, only the conditions specifically set out in this Purchase Order will be binding on the company.
- 2.0 **Contract:** This Purchase order and your acceptance constitute the contract.
- 3.0 **Suit or Proceedings:** Any suit or proceedings arising out of this contract shall be instituted in law courts at Bangalore.
- 4.0 **Mode of Dispatch:**
- a) The material may be dispatched by Rail or Road depending upon the direction given in this order elsewhere. In case of dispatch by Rail, Railway Receipt shall be drawn in favour of consignee only.
 - b) In case of dispatch by Road, the goods shall be dispatched by Bank approved transporters only duly insured. The lorry receipt shall be drawn in favor of the consignee only.
 - c) Any demurrage/wharfage or other charges, resulting from non-compliance of Terms and Conditions of this order, shall be debited to the supplier's account.
- 5.0 **Railway Crane:** Whenever materials of heavy nature requiring the service of a crane for unloading at destination are dispatched, the suppliers shall request the Railway Authorities at the dispatching station and also destination station to make available a crane at the destination station under advice to consignee.
- 6.0 **Insurance:**
- As the prices accepted are for delivery FOR Destination, it is entirely the responsibility of the supplier to see that the materials are received correctly at the destination. All goods should have been insured. In case of shortage/damage/non-receipt etc., supplies shall replace the materials pending settlement from their under writers.
- 7.0 **Ownership and Responsibility:**
- The ownership and responsibility for the materials rest with you till the goods are delivered safely at destination.

8.0 **Replacements:**

In the event of any materials or part there being broken or damaged during the transit or during the test and trials at sites before commissioning into service, you shall replace the material/part/parts free of costs at site (or at the same prices as originally tendered as the case may be). If on receipt any material is found to be defective or not in conformity with the prescribed specification, such materials shall also be replaced free of cost.

9.0 **Payment Terms:**

9.1 The Consignee Division will arrange payment of 100% value of materials on receipt of goods and after inspection of materials at destination and against the presentation of dispatch and other documents by the firm to the Executive Engineer (Ele), of the Consignee Division of BESCO after satisfying the terms conditions of the order, and after receipt of materials acknowledgement statement from the consignee stores.

9.2 For arranging 100% payment, the following documents will have to be furnished by the Supplier.

- i) Invoice in duplicate, stamped and pre-receipted.
- ii) Delivery Challan duly acknowledged by consignee. The payment will be arranged against clear acknowledgment duly signed by the Storekeeper and Store Officer of the relevant BESCO, Stores.
- iii) Material Acknowledgment Statement (to be furnished by consignee).
- iv) Approved Test Certificate or reference letter of Superintending Engineer El., Procurement, BESCO, Bangalore, approving the test certificate.
- v)
 - a) For payment of GST the original invoice, (buyers copy) duly authenticated by the Proprietor/Director or the Company Secretary shall be submitted.
 - b) The serial numbers of the Invoices which were brought into use by the supplier is to be informed to the Asst. Collector of Central Excise of the Jurisdiction and a Xerox copy to that effect shall be produced.

vi) The triplicate and quadruplicate copies of the invoices may be sent to the respective consignees for submission of Materials Acknowledgement Statement.

10.0 Security Deposit:

The firm shall maintain minimum of Rs.2.0 Crores Bank guarantee as performance security deposit against any number of purchase orders placed on them towards performance guarantee of distribution transformers supplied by them. As per proceedings of the meeting held on 28.10.2015 under the Chairmanship of Hon'ble MD, BESCOM.

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

11.0 Penalty for Late Delivery:

In case the materials are not delivered within the period stipulated in this order you shall be liable to pay penalty at ½ % per week, subject to a maximum of 10% of the contract value subject to force majeure conditions.

12.0 Materials to confirm to specifications:

The materials supplied shall confirm to the technical specifications enclosed as **Schedule-C**.

13.0 Force Majeure:

- a) For the purpose of this contract 'Force Majeure' means an event which could not reasonably have been avoided by a diligent party in the circumstances, which is beyond the reasonable control of a party and which makes a party's performance of its responsibilities hereunder impossible, in the circumstance and includes, but is not limited to war, riots, civil disorder, earthquakes, lockouts or other industrial actions, electrical failure confiscation or any other action by Government agencies.
- b) Force Majeure shall not include any event, which is caused by this negligence or intentional action of a party or such party's sub-contractors or agents or employees or by a failure to observe good make any payment required hereunder.

- c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

14.0 Guarantee:

- a) The material offered shall be guaranteed for satisfactory operation and against failure due to bad workmanship and inherent defects in design or materials for a period of **five years** from the date of commissioning. The supplier shall make good by replacing with new material, at his own cost that fail during the guarantee period.
- b) The material samples shall be selected in each lot supplied to the store/site at random by authorized BESCOM officer/official in presence of the authorized representative of the supplier. This randomly selected samples shall be properly sealed with the signature of both the parties affixed on the sample and shall be sent to M/s. CPRI/ Government approved laboratories for conducting type tests as prescribed by IS/IEC/BESCOM specification.
- c) If the randomly selected sample fails in any of the tests prescribed, the entire lot will be rejected and the firm has to replace the entire lot at his own cost.
- d) Even the replaced lot will be subjected to testing as above, once the tests of samples are passed then only the lot will be accepted.
- e) The cost of test will be borne by BESCOM for the trial for which samples passes the tests. The failure trials the cost shall be to the suppliers account.

15.0 Testing:

Refer the clauses in the technical specification.

16.0 Inspection:

As stipulated in Technical specification and as brought out below.

16.1 Inspection & Testing During Manufacture:

The manufacturer shall arrange routine acceptance test at his works in the presence of the inspection staff of the company.

The representatives of the company/authorized external agency shall be entitled at all reasonable times during manufacture to inspect, examine and test on the contractor's premises the materials and workmanship of all equipments to be supplied under this contract and if part of the said equipment is being manufactured on other premises,

the contractor shall obtain for the companies representative, permission to inspect, examine and test as if the equipments were being manufactured in the company premises. Such inspection, examination and testing shall not release the contractor from his obligation under this contract.

The contractor shall give the representative of the company 15 days notice in writing, the date and place at which the equipment will be ready for testing.

Where the contract provide for tests on the premises of the contractor, the contractor shall provide such assistance, labour materials, electricity, fuel and instruments as may be required or as may be reasonably demanded by the representative of the company to carryout such test efficiently.

When the equipment passes the specified tests, the representative of the company, shall furnish a certificate to this effect in writing to the contractor. The contractor shall provide reasonable copies of the test certificates to the company.

- 16.2 **Inspection of the finished product:** The equipments will be inspected on receipt and tested. In case any material is found to be not in conformity with the technical specification, the same will be rejected or even the entire consignment. The firm has to replace them by good ones immediately and the second time inspection at the Factory premises shall be at firms cost.

The rejected materials shall be collected by the supplier at his own cost. The company may accept replacement if it conforms to the specification. The second time inspection will be at firms cost.

17.0 **Approval of Drawings:**

The approval of GTP and drawing for supply of distribution transformers shall be obtained from the General Manager (Ele), Q,S&S, Corporate Office, K.R. Circle before manufacturing transformers.

18.0 **Delivery of Materials and Dispatch Instructions:**

No materials/equipment shall be dispatched until test certificate wherever applicable, are approved and dispatch instructions have been given.

19.0 Completion of supply:

The equipments/materials shall be supplied complete with all parts which are necessary for their efficient operation and such parts shall be deemed to be within the scope of supply whether specification mentioned in the specification or not.

20.0 Termination for convenience:

BESCOM may, by written notice sent to the supplier, terminate the order, in whole or in part at any time for its convenience. The notice of termination shall specify the termination is for BESCOM's convenience, the extent to which supply of materials under the order is terminated and the date upon which such termination is effective.

The supplier upon receipt of such notice shall discontinue the supply of materials on the date and to the extent specified in the notice, make all reasonable efforts to stop all further purchasing activity (Raw materials) related to the quantity terminated.

21.0 Termination of Contract:

In case the supplier fails to supply the materials/equipment within the contracted period of delivery or in case the materials/equipment supplied are found not in accordance with prescribed specifications and/or approved sample or in case the supplier has supplied any part consignment and failed to supply the balance within the contracted delivery period or if found to have furnished misleading or false representations in statements and attachments submitted as proof of the qualifying requirement at a later date or in case the supplied material selected at random fails to pass the required tests at NABL accredited laboratories, the Company shall exercise its discretionary powers on any or all the following:

- a. To recover from the supplier, as agreed, liquidated damages or by way of penalty, the amount as per penalty clause above ; and
- b. To purchase elsewhere, after giving due notice to the Supplier on account and at the risk of the Supplier such materials not so delivered or others of a similar description without canceling the contract. In respect of the consignment not yet due for delivery, the Supplier shall not be entitled to any saving on such purchase made against default:
- c. To cancel the purchase order :

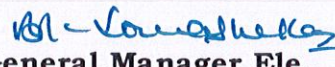
- d. To forfeit the security deposit/EMD if it has been furnished and in case of permanent Security Deposit to forfeit the amount equivalent to the Security Deposit in the particular purchase order from out of the permanent Security Deposit.
- e. To recover the testing charges.
- f. To black list or not to consider future offers for a specified period.
- g. The decision of the company shall be final as regards the acceptability or otherwise of materials/equipment supplied.

22.0 Other Conditions:

This order is issued subject to conditions, that all the FWGP Transformer collected as on date shall be returned duly repaired as per your commitment within 60 days from the date of intimation of the failure, failing which the bills on hand will not be paid.

23.0 History Books:

History Books shall be supplied along with each Transformer as per the specimen and the same shall be kept in a plastic cover. It shall be put in a pouch welded to the Transformers. The colour of the wrappers of History Books should be the same as that of Transformers tank for easy identification.


General Manager Ele., 4/10
Procurement, BESCOM

Acknowledgement and Acceptance of Purchase Order No. _____

Dated _____

For supply of -----

From,

M/s. _____

To,

The General Manager Ele.,
Procurement, BESCOM
4th Floor, Corporate Office,
Bangalore – 560 009.

Dear Sir,

Ref:- 1. Your Purchase Order No. _____
dated _____ for the supply of _____

I/We write to acknowledge herewith receipt of your Purchase Order. Noted above for the supply of _____ as per terms and conditions detailed in your order which we have carefully read and thoroughly understood and agree for the same, and in token of our acceptance of the said terms and conditions, we are returning herewith the duplicate copy of the Purchase order, duly signed on every page.

We hereby agree that this acceptance together with your Purchase order, communicated as above, constitutes a contract legally binding on both the parties.

Yours faithfully,

Place _____

Dated _____

**Signature of the supplier
with Firm's Seal.**

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