

**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)/AGM(P-1)/2020-21/ 8091-94

Date **1 AUG 2020**

<b>To</b> <b>M/s Shilpa Cement Products,</b> <b>No.88/A, Opp. Sunanda Aromatic,</b> <b>KRS Road, Metagalli Ind.Area,</b> <b>Mysuru-570016.</b> Manufacturing Centre: Metagalli  MSME Unit GST No: 29ADIFS4366E1ZR	<b>P.O. No. 1404A</b>  <b>Ref:</b> 1. T.O. Tender Enq No:C2-4760, Date: 09-03-2020 2. E-portal tender No: CESC/2019-20/IND623 3. Technical bid opened on 16-05-2020 and Price Bid opened on <u>09-06-2020</u> 4. Price Re-Negotiation Meeting held on 19-06-2020 5. Approval obtained in the 78 <sup>th</sup> Board Meeting held on 25-06-2020 6. Negotiation Meeting held on
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CESC is pleased to place purchase order under 10% reserved quantity as per tender conditions for Manufacturing, Testing and supplying of the of **8Meter PSC** Poles conforming to drawings and technical specifications corresponding to bid documents in tender enquiry mentioned vide reference(1) to K.R.Pete **Division**/within CESC Jurisdiction.

SI No	Material	Material Code	Quantity in No	Unit break up price (₹)	
1	8 Mt Long PSC Pole, WL – 200 kg	200004	28	Unit Ex- Works price	2250.00
				Transportation Charges	594.35
				CGST @ 9% on Unit Ex-Works Price+Transportation Charges	255.99
				SGST @ 9% on Unit Ex-Works Price+Transportation Charges	255.99
				<b>Unit FORD price inclusive of all (₹)</b>	<b>3356.33</b>
<b>Total Amount ₹</b>					<b>93977.24</b>
<b>Rounded Off to ₹</b>					<b>93977</b>
<b>Rupees NinetyThree Thousand Nine Hundred SeventySeven Only</b>					

1. **Prices:** - Price variation will be allowed on materials supplied within the contractual delivery period as per conditions of SCC & Bid Documents. It is applicable only when the variation in the Total Cost of Poles is beyond  $\pm 5\%$  of the Cost of Pole indicated
2. **Taxes and Duties:**
  - a. The penalty paid for delayed payment of taxes and duties by the supplier to the government are not payable by CESC.
  - b. Taxes will be paid on Ex-works price as applicable. If there is any concession/reduction/benefit extended by the central/ State Govt. regarding the Taxes and duties, the same shall be passed on to CESC.

- c. No claim for any increase towards statutory variation regarding enhancement of existing GST/Taxes or Duty or introduction of a new GST/Taxes or Duty shall be entertained during the extended period of contract if the extension is due to the causes attributable to the supplier.
- d. If there is any change in the quoted statutory GST/Taxes, Duty etc., due to change in policies by the Central/State Govt., then such variation in taxes as prescribed by the Govt. will be paid by CESC during the contractual period only.

**3. Technical Specification:**

The materials mentioned above shall confirm to IS specification and drawing mentioned in the tender document.

**4. Transportation Charges:**

Transportation charges for poles from the manufacturing center to consignee store shall be payable per pole as per quoted/agreed rates which includes loading and unloading at manufacturing center and consignee store. Transportation charges shall remain firm throughout the period of contract and no extra charges shall be paid.

**5. Insurance:**

As per the Prices accepted including tax, F&I and Transportation charges are for delivery FOR Destination. It is entirely supplier's responsibility to see that the materials are received correctly at the destination. In case of shortage/damage/non-receipt etc., the supplier shall replace the same.

**6. Currency:**

The Currency of this Purchase Order is valid up to the last month of the delivery schedule of this Purchase Order. If the awarded quantity is not utilized within the delivery schedule, the currency is deemed to be extended for further six months.

**7. Security Deposit:**

- a) **The Supplier shall furnish Security Deposit in the form of Bank Guarantee for 5% of the purchase order value i.e., ₹ 4699/- within 4 weeks from the date of this Purchase Order.**
- b) The Bank Guarantee shall be obtained from Nationalized/Scheduled Commercial Bank in favour of General Manager(Procurement), CESC, Mysuru.
- c) The bank guarantee furnished against security deposit shall be valid till the expiry of 90 days after the end of Guarantee period i.e., **21 months from the last month of delivery schedule.**
- d) In the event of Supplier failing to deposit such security, the EMD shall be forfeited without any further correspondence.
- e) The format of Bank Guarantee to be furnished shall be obtained from the office of General Manager (Procurement).
- f) The security deposit shall be discharged without any interest at the end of the successful completion of supply and expiry of BG validity period.
- g) The Bank Guarantee shall be extended for any further period if required by CESC.

**8. Inspection and Testing:**

The Supplier shall give an inspection call in writing to the General Manager (Procurement), CESC, Mysuru in fifteen days advance, to arrange for deputing the OWNER'S representative to be present at the time of conducting the test.

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.

The Engineer from CESC shall be entitled at all reasonable times, during manufacturing process to inspect, examine the workmanship of the materials ordered and to carry out tests at the supplier's factory.

A copy of the Purchase Order along with specification and drawing shall be made available at all times at pole manufacturing Centre for verification and reference for the inspecting officers of CESC.

**9. Marking:**

All poles shall carry purchase order number & date, manufacturer's name serial number and the word "CESC" engraved on each pole at the time of manufacture in the middle of the Pole.

**10. Dispatch Instruction/Delivery Schedule:**

The Poles shall be delivered after necessary tests and issue of Dispatch Instructions from the General Manager (Procurement), CESC, Mysuru to the consignee divisional stores within delivery schedule noted below from the date of issue of P.O. Necessary E-way bill will be issued by CESC as per GST law. :

Month	Feb-21
Quantity	28

**Note:**

- a) However early supplies if required by the jurisdiction O&M Executive Engineer (Elec) shall be strictly complied.
- b) The delivery schedule is subject to amendment while issuing Dispatch Instructions.

**11. Guarantee:** Materials supplied shall be guaranteed 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 from the date of erection, whichever is earlier. The supplier has to make good the materials that fail during the guarantee period by replacing with new materials at his own cost.

**12. Payment:**

100% value of each consignment of materials and applicable taxes shall be paid on receipt of bills in duplicate along with 'MAS', acknowledged delivery challans, DI, Copy of test certificates etc., at the concerned Divisions.

**13. Penalty:**

A penalty of ½% per week or part thereof subject to a maximum 10% of the value of the material undelivered will be levied for all delayed supplies beyond stipulated period. However penalty will not be levied if the materials are offered for inspection within the delivery schedule mentioned in the purchase order.

Monthly progress report of supplies made shall be furnished to jurisdictional O&M circle, Superintending Engineer (Elec.) and General Manager (Procurement), CESC, Mysuru within 3rd Day of every succeeding month with a copy to the payment division, failing which the division shall not pass the bills.

**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:**

A copy of this purchase order duly signed with firm's seal shall be returned to this office, within 7 days from the date of receipt of this purchase order, as acknowledgement/

acceptance of this purchase order. Failing to which, it is deemed that this purchase order is accepted.

16. All terms & conditions mentioned in the Bid Documents shall be the integral part of this purchase order.

**Note:** Please quote the above purchase order number and date in all future correspondences

**BUDGET CERTIFICATE**

The Store Budget grant for the year 2020-21 is ₹ 83 Crores. The cost of this purchase order ₹ 93977 /- can be met out of the balance budget grant available ₹ 278427303.

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AGM(I/A)

Corporate Office, CESC

I/c  
*[Signature]*  
-11/2

**General Manager (Procurement),  
CESC, Mysuru.**

Copy to:

- Chief Financial Officer, CESC, Corporate Office, CESC, Mysuru
- Chief Engineer (Elec), Mysuru O&M Zone, CESC, Mysuru
- Chief General Manager (I/A), CESC, Corporate Office, CESC, Mysuru.
- Superintending Engineer(Elec), Mandya O&M Circle, CESC, Mysuru
- Executive Engineer (Elec), O&M Division, CESC, K.R.Pete for information and further needful
- MIS Section for uploading in cescmysore.org
- AGM (Finance & Resource), Corporate Office, CESC, Mysore.
- MF/OC