

# KERALA STATE ELECTRICITY BOARD LIMITED

Corporate Office (Supply Chain Management)

Telephone: +91-471-2446853  
Fax: +91-471-2447246  
E-mail: cescm@kseb@ksebnet.com

Vydyuthi Bhavanam,  
Pattom,  
Thiruvananthapuram-695004

## PURCHASE ORDER

From

The Chief Engineer

To

M. S. Bhadora Industries Pvt Ltd,  
4, S.U, Industrial Estate,  
Dhonga, Tikamgarh,  
Madhya Pradesh - 472 001.

P.O.No.	SCM.148 /2013-14/ 6072
Date	26/03/2014
Category	New
Reference file	No.13/XH-AE1/ 2014/ CE(SCM)/eP.54/WP
Tender No.	SCM.eP-54/2013-14 dated 25.01.2014
Purchase Value	<b>Rs.6,43,07,404/-</b>
Price	Fixed

Dear Sirs,

Sub - Supply of 83750 coils of 2.5mm<sup>2</sup> TC Weather Proof Wire - reg.

- Re :-
- 1) This office Bid No.SCM.eP-54/2013-14 dated 25.01.2014.
  - 2) Your offer dated 08.02.2014.
  - 3) Your letter dated 25.02.2014, 01.03.2014 and 07.03.2014.
  - 4) PC decision dated 24.3.2014; Agenda item No.164/2013-14

Your offer to supply the materials as per the schedule attached is accepted. Please effect the supply according to the instructions given in this order.

Please return the duplicate copy of this purchase order duly signed and seal affixed on all pages as token of acceptance for incorporation in the contract agreement.

This purchase order contains 8 Pages serially numbered from 1 of 8 to 8 of 8 and signed by the Chief Engineer on all pages.

Yours faithfully,

- Acc:-
- 1) Schedule of price and list of materials - Annexure I
  - 2) Special Instruction.
  - 3) Guaranteed Technical Particulars.

**J.BABURAJ**  
**CHIEF ENGINEER**

Copy to:-

- 1) The Chief Engineer (Distribution-South), Power House Building, Thiruvananthapuram.
- 2) The Chief Engineer (Distribution-Central), Gandhi Square, D.H.Road, Ernakulam.
- 3) The Chief Engineer (Distribution-North), Vydyuthi Bhavanam, Gandhi Road, Kozhikode -11.
- 4) The Financial Adviser, Vydyuthi Bhavanam Thiruvananthapuram.
- 5) The Accountant General, Kerala.
- 6) The Commissioner, Commercial Tax, Public Office, Thiruvananthapuram.
- 7) TA to the Director (Distribution & Generation Electrical)/TA to Chairman & Managing Director/PA to Director(Finance).
- 8) **The Deputy Chief Engineer, Electrical Circle, Kottarakkara, Thrissur, Kozhikode.**

**The payment has to be released within 15 days of receipt of materials at stores for availing 2% discount. Deputy Chief Engineers must confirm that the passed invoice is reached at the office of the Chief Engineer (SCM) within 10 days of receipt of materials.**

- 9) The TA to Chief Engineer (SCM).
- 10) Stock File.

**ANNEXURE - I**

**SCHEDULE OF PRICE AND LIST OF MATERIALS ACCEPTED TO BE SUPPLIED**

Sl. No.	Specification	Qty. (Nos.)	Unit	Ex-works rate (Rs.)	All inclusive fixed rate (Rs.)	Total (Rs.)
a)	WP Wire 2,5mm <sup>2</sup> Twin Core Aluminum Cable red and black PVC insulated and black PVC sheathed for weatherproof application conforming to IS:694/ 1990 with latest amendments and rated for 1100Volts with ISI marking.	83750.00	Coil	640.00	783.52	6,56,19,800.00
	Less Discount 2% for payment within 15 days					<b>1312396.00</b>
	<b>Total</b>					<b>6,43,07,404.00</b>

**Total Contract Amount- Rs.6,43,07,404/- (Rupees Six Crore Forty Three Lakh Seven Thousand Four Hundred and Four only).**

  
**J.BABURAJ**  
**CHIEF ENGINEER**

52  
26/3/14

**Special Instructions**



- 1) **Scope:-** This order covers design, manufacture, inspection, testing at suppliers works and delivery including unloading at site at K.S.E.Board's stores of items mentioned in the schedule and its guarantee for satisfactory performance for a period of 18 months from the date of acceptance by the consignee or 12 months from the date commissioning whichever is earlier.

This contract will be governed by the Board's above bid specification, terms and condition in our bid documents, General condition of contract, above correspondence and this order. In case there is any disparity between the terms and conditions of this order and aforesaid specifications and offer, the terms and conditions stated herein and the specification shall prevail, None of the conditions stated in your offer or in subsequent letters shall be deemed to be accepted unless specifically stated herein also

- 2) **Price Details:-** The price noted in Annexure-I is all inclusive of taxes, Excise Duty/ Other levies, Packing and Forwarding, Freight & Insurance. Loading & Unloading of materials at site is supplier's responsibility.

The split up details of all inclusive rates are follows:

	2.5mm <sup>2</sup> TC
Ex-works (Rs.)	640.00
Packing & Forwarding (Rs.)	-
Excise duty @12% (Rs.)	76.80
Cess on ED @ 3% (Rs.)	2.30
CST @2% (Rs.)	14.38
Freight Charges (Rs.)	48.00
Transit cum one month storage Insurance Charges (Rs.)	2.04
<b>Total all inclusive unit fixed price (Rs.)</b>	<b>783.52</b>

- 2(a) **Discount:** - An amount equal to 2% of all inclusive amount of each bill will be deducted as discount for payment within 15 days of receipt of materials at stores.
- 3) **Firmness of rates:-** The price noted above is firm. Statutory variation, if any, in taxes and duties due to policy decision of the Govt. during the scheduled delivery period will be to the Board's account. Service Tax on freight charges shall be to supplier's account.
- 4) **Payment terms:-** 90% of ex-works price with 100% taxes, freight charges and insurance charges will be made from Board's fund after receipt, preliminary verification and acceptance by the Deputy Chief Engineer concerned. Balance 10% after completion of the guarantee period or on production of a Performance Bank guarantee from a Nationalised / Scheduled Bank, except Indus Ind Bank Limited, for an amount equivalent to 10% of the contract value, valid upto the expiry of the guarantee period. Bank Guarantee will be for Rs.64,31,000/- (Rupees Sixty Four Lakh Thirty One Thousand only). Clause-15 of general conditions of contract stands amended to this extent. Bank charges if any incurred in connection with effecting payment will be to the supplier's account.

**Payment will be made from the Office of the Chief Engineer (SCM) Vidyuthi Bhavanam, Thiruvananthapuram. Deputy Chief Engineers concerned shall pass the bills within 10 days of receipt of material at stores and forward to Chief Engineer (SCM) for arranging payment. The payment process have to be expedited so that 2% discount will be availed. If the bill is submitted late by the firm after supplying the materials, the 15 days will be counted from the date of submitting the bill.**

- 5) **Agreement:-** A contract agreement should be executed by you within 15 days of receipt of this order in the prescribed form in Kerala stamp paper worth Rs.100/- along with security deposit as referred below. Payments on account of supplies against this order is liable to be with held until the agreement is executed.
- 6) **Security Deposit (Performance Security):-** An amount of Rs 32,16,000/- (Rupees Thirty Two lakh Sixteen Thousand only) has to be deposited as security deposit by way of Cash/ Demand Draft drawn in favour of Chief Engineer (SCM). Cheques are not acceptable. Security deposit can also be furnished in the form of Bank Guarantee from a Nationalised/Scheduled Bank other than Indus Ind Bank Ltd in favour of Chief Engineer (SCM).

*[Handwritten signature and date 26/3/14]*



- 7) **Delivery period and schedule:-** Delivery shall commence within 60 days from the date of Purchase Order with a quantity of 5000 Coils and complete within 8 months thereafter as detailed below to Sub Regional Stores, Kottarakkara, Thrissur & Kozhikode.

Delivery Period	Consignees			Total quantity in Coils
	Sub Regional Store, Kottarakkara	Sub Regional Store, Thrissur	Sub Regional Store, Kozhikkode	
Commence within 60 days (26.05.2014)	1500	1500	2000	5000
1 <sup>st</sup> Month (26.06.2014)	2000	4000	4000	10000
2 <sup>nd</sup> Month (26.07.2014)	4000	4000	2000	10000
3 <sup>rd</sup> Month (26.08.2014)	4000	2000	4000	10000
4 <sup>th</sup> Month (26.09.2014)	2000	4000	4000	10000
5 <sup>th</sup> Month (26.10.2014)	4000	4000	2000	10000
6 <sup>th</sup> Month (26.11.2014)	4000	2000	4000	10000
7 <sup>th</sup> Month (26.12.2014)	2000	4000	4000	10000
8 <sup>th</sup> Month (26.1.2015)	2000	4750	2000	8750
<b>Total</b>	<b>25500</b>	<b>30250</b>	<b>28000</b>	<b>83750</b>

Delivery period noted above cannot be altered except under recognized force-majeure conditions or under revised instructions from this office. However, the materials shall be delivered in any of the above stores without any additional cost. Unloading of materials at the destination store is supplier's responsibility.

If the materials are diverted by the Chief Engineer (SCM), the delivery schedule will be revised after supplying the entire quantity and penalty, if any, deducted for the delay will be returned provided monthly quota is maintaining when the supply of all stores are taken together for each month.

- 8) **Packing and Despatch:-** The material shall be packed properly as per standard to eliminate the chances of damages during transit and while handling at site.

The packages should be marked KSEB/SCM148/2013-14.

- 9) **Length and Variation:-** The standard length WP Wire shall be 100 metre. Short length shall not be less than 30metres. Total acceptance of such short length shall be within 2% of total Purchase Order quantity.

- 10) **Quantity Variation:-** Purchase Order for an additional quantity up to 25% over and above the original tendered quantity will be placed if the supplier is willing to supply the additional quantity at the same rates, terms and conditions of the original order and accepts the Board's refixation clause "**the price for this additional quantity shall be refixed if a fall in price occurs in the next tender opened (Price bid) during the delivery schedule fixed for the additional order**". The materials if any, supplied after the delivery schedule mentioned in the 25% additional quantity will be accepted only on condition that price of such materials shall also be refixed. Variation of +/- (1%) one percentage of the ordered quantity in the supply is allowable and will be treated as completion of supply. Payment will be released for the entire quantity upto 101%.



- 11) **Branding:-** Necessary identification mark as required in the relevant IS specification shall be provided on each product.
- 12) **Approval to the Sample:-** Not Applicable.
- 13) **Drawing:-** Not Applicable.
- 14) **Pre- despatch Inspection and Testing:-** The inspection may be carried out by the purchaser's representative during manufacture and before dispatch. The supplier shall keep the purchaser informed in advance about manufacturing program so that the purchaser can arrange for inspection.

The manufacturer shall grant free access to the purchaser's representative at a reasonable time when the work is in progress. Inspection and acceptance of material under this specification by the purchaser shall not relieve the supplier of his obligation of furnishing the material in accordance with the specification and shall not prevent subsequent rejection if the equipment is found to be defective.

All acceptance tests and inspection shall be done at the place of the manufacture unless otherwise especially agreed upon by the Bidder and Purchaser at the time of purchase.

The purchaser reserves the right to insist for witnessing the acceptance/routine testing of the bought out items.

The supplier shall give 15 days advance intimation to enable the purchaser to depute the representative for witnessing the acceptance and routine tests. Material shall be dispatched only after getting the dispatch authorization from the Purchaser, after successful inspection/testing.

The supplier shall provide the inspectors representing the purchaser all reasonable facilities without charge, to satisfy himself that the material is being manufactured in accordance with this specification during stage inspection, if any and final inspection. The supplier shall ensure that the packing list and bill of material are approved by the purchaser before dispatch

The packing shall be done as per the manufacturer's standard practice. However the supplier should ensure the packing is such that, the material should not get damaged during transit by Rail/Road.

- 15) **Test Certificate:-** Test certificate covering all acceptance tests and routine tests as per relevant IS for each consignment shall be submitted to this office for approval before dispatch duly attested by your testing Engineer with name and seal affixed.

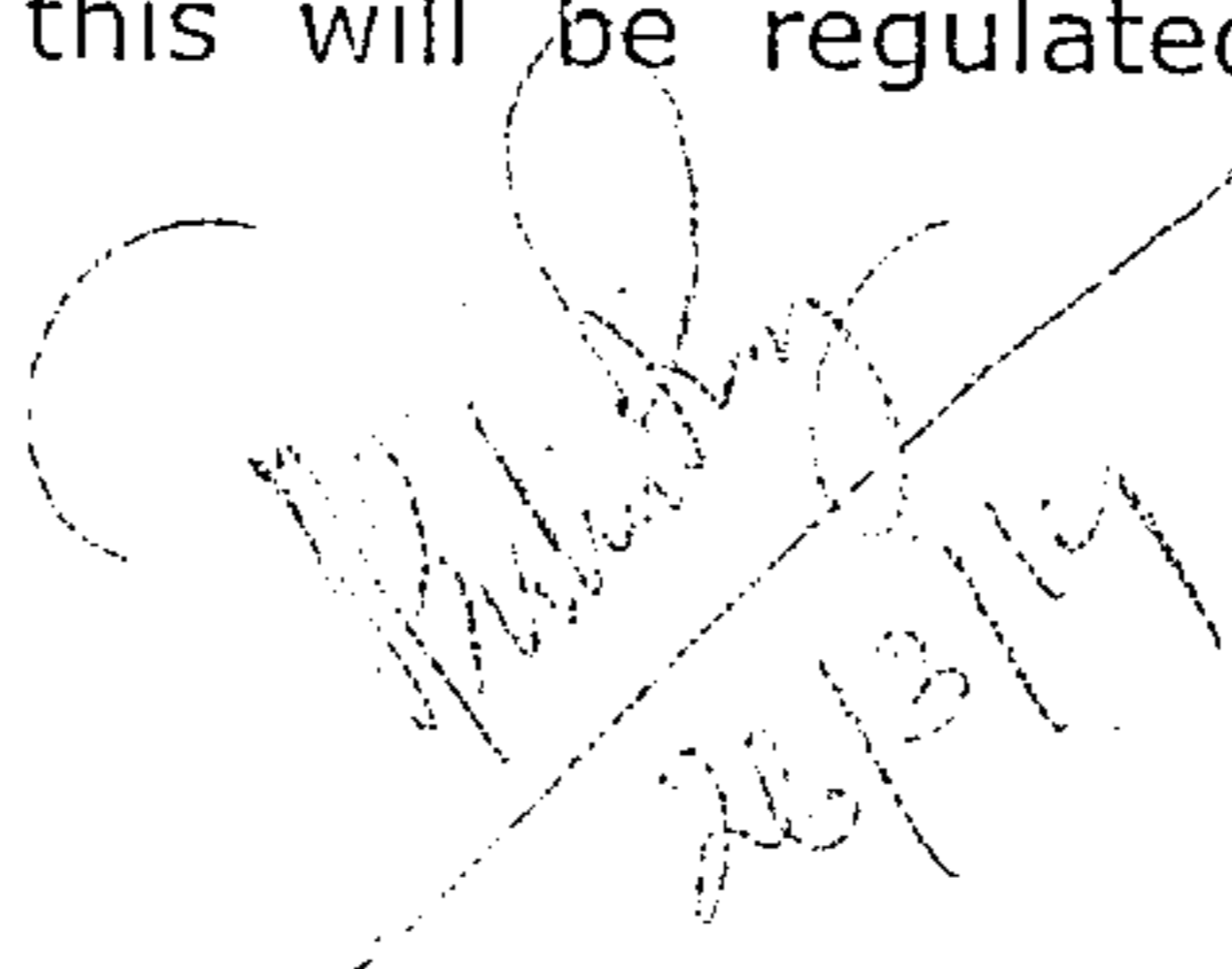
Copies of test certificate thus approved shall be sent along with deliver documents to the respective consignees.

The goods shall be dispatched only after the test certificates are approved from this office and MDCC is issued by the Chief Engineer (SCM).

- 16) **Guarantee:-** The W.P. Wire shall be guaranteed for satisfactory performance for a period of 18 months from the date of acceptance by the consignees or 12 months from the date of commissioning whichever is earlier. Defects, if any, noticed during this period which are due to faulty design, workmanship or inferior raw materials, shall be made good by way of replacement free of all costs to the Board.

- 17) **Penalty for delayed supply:-** The quantity ordered shall be supplied as noted in clause '7' above. Hence materials delivered after the stipulated dates will not be accepted and if at all, it will be only with imposition of penalty at the rate of one percent for every month of delay subject to a maximum of ten percent on the all inclusive rate minus taxes and duties (i.e. Basic price plus freight and insurance) of materials supplied belatedly. Penalty is applicable for belated replacement of materials rejected also as stated above. If the materials are offered and inspected within the contractual delivery schedule the material will be accepted without imposing penalty, if they are delivered within 15 days from the date of issue of material Despatch Clearance Certificate. This is not applicable for price refixation.

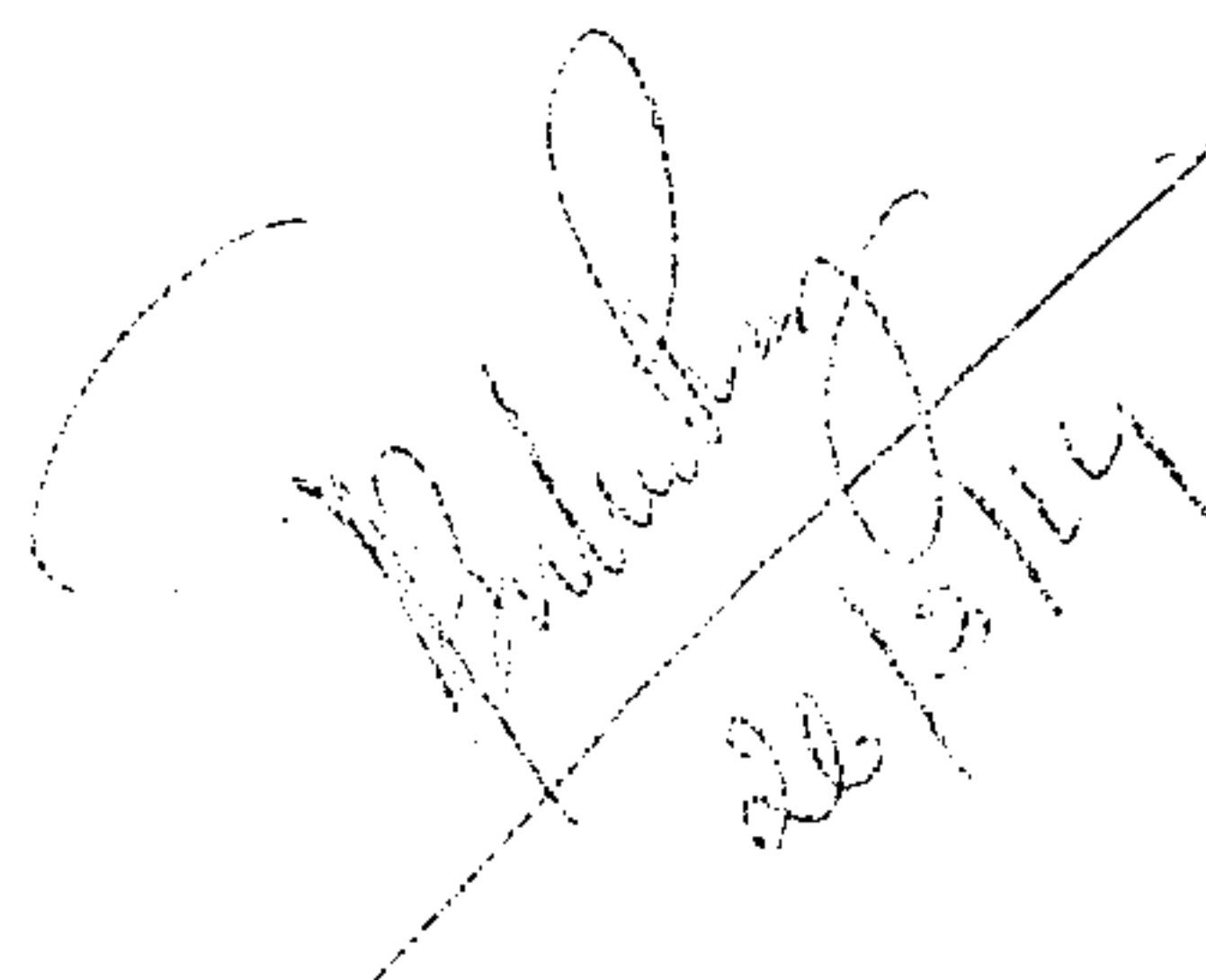
For calculation of penalty, periods less than fifteen days will not be counted and delay of 15 days and above will be counted as one month. In the event of non supply of the total quantity before due date, Board reserves the right to terminate the contract to the extent of the quantity remaining undelivered at the risk and cost of the supplier. In case Board accept belated supply after completion period of contract this will be regulated as per clause '30 (Price refixation) below.



Handwritten signature and date stamp: 26/3/14



- 18) **Replacement of Rejected Materials:-** Rejected materials will have to be replaced by you within 45 days from the date of intimation by the consignee. If the replacement is not effected within the above period, the rejected materials should be taken back within a maximum period of 3 months from the date of intimation of rejection by the consignee officer, failing which the Board will be at liberty to dispose off the rejected material without any notice. No claims by the supplier will be entertained on account of the disposal. K.S.E.Board also reserves the right to recover from the concerned supplier any loss sustained by the Board due to the delay in clearing the rejected materials by the suppliers and the inconvenience caused to the Board in this respect.
- 19) **Acceptance of Materials and Tests:-** A maximum period of 5 days will be required for verification and acceptance of the items by the consignee. Damages and defects if any noticed will be intimated to you within the period.
- Final acceptance of materials will be made after conducting tests, if deemed necessary by the purchaser in an independent laboratory and the lot not satisfying the tests will be rejected. The fact that the consignee has received the materials will not automatically imply total acceptance.
- 20) **Raw Materials:-** Raw materials required for the manufacture of the ordered item shall be procured by the supplier himself. No assistance in any form will be provided by the Board for procuring raw materials.
- 21) **Force Majeure Conditions:-** You will not be liable for any liquidated damages for such delay due to force majeure conditions such as acts of God, acts of. Public enemy, acts of Government, Fire, Floods, epidemics, quarantine restrictions, riots, civil commotion and freight embargo provided that you notify (within 10 days from the beginning of such delay due to force majeure condition) with valid proof for force majeure conditions. The Board will verify the facts on merits and grant suitable extension of delivery period if facts justify.
- 22) **Sales Tax/Excise Duty:-** The Board is a registered dealer under the Central Sales Tax Act and the Registration Number is TIN No.32021627444 (Kottarakkara),32081607538 (Thrissur) and 32110881276 (Kozhikkode). Hence inter state Sales Tax, if payable, will be only at the concessional rates allowed to registered dealers. C forms will be issued by the consignees on request with full details of LR and invoices. Request for C forms should be made to the consignees immediately after completion of supply.**The Deputy Chief Engineers concerned will issue 'C' forms within 15 days of receipt of request.**
- 23) **Recovery:-** Any sum of money due and payable to the Board arising out of this contract or under any other contract made by the supplier with the purchaser may be appropriated by the purchaser and set off against the pending payments of the present contract.
- 24) **Termination:-** The purchaser without prejudice to the conditions laid in the General Conditions of Contract may terminate this contract, if the supplier fails to commence the supply within the stipulated time or fails to perform any other obligations under this contract or does not rectify the defects within a period allowed by the purchaser after the receipt of the default notice from the purchaser.
- 25) **Corrections and Omissions:-** Specification, quantities, prices etc. noted in the schedule are subject to correction. Errors or omissions, if any, will be intimated to or by the contractor within ten days from the date of this order.
- 26) **Insurance:-** The materials should be insured at your cost to the destination and for one month storage. However, proof of insurance will not be insisted, as the materials are delivered at store.
- 27) **Bankers:-** Our Bankers are State Bank of Travancore.
- 28) **Invoice:-** Invoice in triplicate should be drawn and forwarded to the consignee concerned. A copy of the invoice shall be sent to the Chief Engineer (SCM) simultaneously. Separate invoices should be sent for each consignment. In all correspondences and invoices relating to this order, the number and date of the order given in page 1 should be clearly quoted.



- 29) **Price Refixation:-** The materials, if any, supplied after the Scheduled delivery period noted in the order will be accepted only on condition that price of such materials will be refixed taking into consideration the value of such materials on the date of actual supply as per the new tender/purchase order or as per this order whichever is lower. For applying price refixation the date of opening of price bid of the new tender shall be treated as the effective date. The price shall be refixed only for the quantity of materials delivered after this effective date. The re-fixation shall be done on the basic price only when there is a fall in price noticed in the basic price of the materials with same specifications supplied and accepted by Board on subsequent purchase orders. The Chief Engineer(SCM)'s decision in refixing the price will be final
- 30) **Jurisdiction:-** The courts situated at the place where the Headquarters of the Board is situated viz. Thiruvananthapuram alone will have jurisdiction to entertain civil suits pertaining to this contract.
- 31) **Governing conditions:-** This order shall be governed by the conditions stated herein and in the tender notification issued by the Board. None of the conditions stated in your offer or in the subsequent letter shall be deemed to be accepted unless specifically stated herein also.

  
J. Baburaj  
CHIEF ENGINEER

32  
26/3



**GUARANTEED TECHNICAL PARTICULARS**

		<b>2.5 mm<sup>2</sup> TC WP wire</b>
1.0)	Code Word	AYY
2.0)	Makers name, address and country	BHADORA INDUSTRIES, TIKAMGARH
3.0)	<b>Conductors</b>	
	Nominal Cross Sectional area mm <sup>2</sup>	2.5
3.1)	No. of Strands / Core	1/2
3.2)	Actual Aluminium area mm <sup>2</sup>	2.5
3.3)	Tensile strength of Aluminium N/mm <sup>2</sup>	100
3.4)	Conductor resistance/Ohm/km at 20 <sup>o</sup> C	12.1
3.5)	Purity of Aluminium used	H2 Grade
4.0)	<b>Insulation</b>	PVC (Type A)
4.1)	Thickness mm	0.53 - 0.7
4.2)	Tensile strength N/mm <sup>2</sup>	12.5
4.3)	Elongation at break	150%
4.4)	Volume resistivity Ohm cm	1x10 <sup>13</sup>
5.0)	<b>Outer sheath</b>	PVC (Type ST1)
5.1)	Thickness of sheath	1.0
5.2)	Tensile strength N/Sq.mm.	12.5
5.3)	Elongation at break	150%
5.4)	Volume resistivity Ohm cm	NA
6.0)	Continuous maximum current rating of cable	16 A
6.1)	Overall dimension of cable in mm (Maximum)	10 x 6.4
7.0)	Standard length of each piece	100 Mtrs
8.0)	Tolerance if any on standard length	±1%
9.0)	Weight of the cable in one coil	6 kg
10.0)	Standard according to which the cable will be manufactured or tested	IS,694/1990
11.0)	Other specification / particulars if any	For Insulation & Sheath IS.5831:1984 for conductor IS.8130:1984

D:\RATA.34\P.O\SCM.  
Bhadora - 2.5 Sq.mm TC WP Wire-19.3.14

  
**J. Baburaj**  
**CHIEF ENGINEER**

S2  
26/3