



കേരളം കേരल KERALA

AGREEMENT

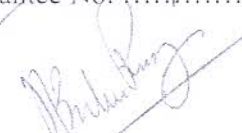
no. 106/2013-14 AE 686573
25th February 2014

Articles of Agreement made the Twenty Ninth day of January Two thousand Fourteen Between Sri J. Baburaj Chief Engineer (SCM), Kerala State Electricity Board, Thiruvananthapuram acting for / on behalf of the Kerala State Electricity Board, hereinafter called the "Board" of the one part and Smt. Vijayalakshmi.R.V., General Manager, of IGA TECH Industrial Electronics Pvt. Ltd. "Menathee", T.C.2/1093, Pazhaya Road, Medical College P.O., Thiruvananthapuram - 11 and IGA TECH Industrial Electronics Pvt. Ltd. Company Limited incorporated under the companies act 1956 (No. 1 of 1956) and having its registered Office at IGA TECH Industrial Electronics Pvt. Ltd., XII/230, Morarji Road, Vazhakkala, Cochin - 682030 (herein after called the Contractor) of the other part.

WHEREAS the Contractor has tendered for the supply and maintenance of articles for the use of board as per Tender notification No. SCM.32/2013-2014

And WHEREAS the Board have been pleased to accept the contract in respect of the articles mentioned in the copy of order attached.

And WHEREAS the Contractor has security for the satisfactory fulfilment of this contract deposited Rs. 104700 i.e. a sum equal to 5% percent of the value of the contract as per Bank Draft No. dated OR Bank Guarantee No. 73/13-14 of the 4/2/2014 duly approved by the Board.

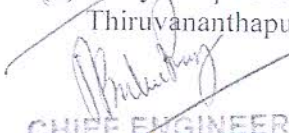

CHIEF ENGINEER
SUPPLY CHAIN MANAGEMENT
K.S.E.B. BOARD, THIRUVANANTHAPURAM-4

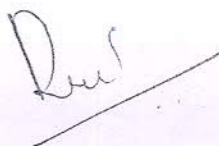




Now these presents witness and it is hereby mutually agreed as follows:-

1. The Contractor shall undertake to supply and install material according to the standard samples and specifications.
2. No representation for enhancement of rates once accepted will be considered.
3. The approximate quantities to be supplied are shown in the copy of order No. SCM.85/2013-14/4197 dtd 10.12.2013 herewith attached which shall be treated as a part of this agreement as nearly as can be foreseen. But they are merely estimates of quantities that may be required for general guidance of tenderers and the Board in no case binds itself to ^{purchase} ~~carry out~~ any quantity at all during the period of contract if no necessity arises therefore, but the Contractor shall supply any quantity of any article at the rate tendered by him, for that article up to 25 percent, in excess of the estimated quantity quoted, and in the event of his inability to do so or to offer a suitable alternative to the satisfaction of the Board, the Board is at liberty to purchase the articles or an article similar quality from elsewhere and should the price of the articles so purchased be in excess of the tendered rate to deduct the difference of cost from the contractor's bills or his security deposit, as the case may be. The Contractor shall not however be entitled to the excess, if any, of the tendered rate over such purchase amount.
4. In case the Contractor fails to supply and deliver any of the articles and things tendered for by him within the time provided for delivery of the same or in case the Contractor commits any breach of any of the covenants, stipulations and agreements here in contained and on his part to be observed and performed, then and in any such case, it shall be lawful for the Board (if it shall think fit to do so) by an order in writing to put an end to this contract, and in case the Board shall have incurred, sustained or been put to any costs damage or expenses by reason of this contract having been so put an end to or in case any difference in price, compensation, loss, costs, damages, expenses or other money shall then or at any time during the continuance of this contract be payable by the contractor to the Board under and by virtue of this contract it shall be lawful for the Board from and out of any moneys for the time being payable or owing to the contractor from the Board under or by virtue of this contract or otherwise to pay and reimburse to the Board all such costs, damages and expenses they may have sustained, incurred or been put to by reason of this contract having been so put an end to as aforesaid, and also all such difference in price, compensation loss, costs, damages, expenses and other moneys as shall for the time being be payable by the Contractor aforesaid.
5. Every notice hereby required or authorized to be given may be either given to the Contractor personally or left at his residence or last known place of abode or business or may be handed over to his agent personally or may be addressed to the Contractor by Post at his usual or last known place of abode or business and if so addressed and posted shall be deemed to have been served to contractor on the date on which in the ordinary course of Post a letter is addressed and posted would reach his place of abode or business.
6. All payments to the Contractor will be made by the purchasing officer in due course by cheques on the SBI or its subsidiaries:
 - (i) Either by the Board's cheques payable at the Government Treasuries.
 - (ii) Or by cheques or drafts on the State Bank of Travancore, Thiruvananthapuram or at any of its principal branches in Kerala.


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7. The Contractor shall not assign or make over the contract or the benefits or burdens there of or any part thereof to any other person or person or body corporate. The Contractor shall not underlet or sublet to any person or body corporate the execution of the contract or any part thereof without the consent in writing of the Board. The Board shall have absolute power to refuse such consent or rescind such consent (if given) at any time, if they are not satisfied with the manner in which the contract is being executed and no allowance or compensation shall be made to the Contractor or the subcontractor upon such rescission. Provided always that if such consent be given at any time, the Contractor shall not be relieved from any obligation, duty or responsibility under this contract.

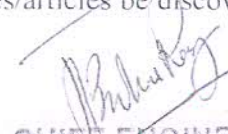
8. In case the contractor becomes insolvent or goes into liquidation or makes or proposes to make any assignment for the benefit of his creditors or proposes any composition with his creditors for the settlement of his debts or carries on his business or the contract under inspection on behalf of his creditors, or in case any receiving order or orders for the administration of his estate are made against him, or in case the Contractor shall commit any act of insolvency, or in case in which, under any clause or clauses of this contract, the Contractor shall have rendered himself liable to damages amounting to the whole of his security deposits, the contract shall thereupon, after notice given by the Chief Engineer(SCM), Kerala State Electricity Board to the Contractor, be determined and the Chief Engineer (SCM) may complete the contract in such time and manner and by such person as the Board shall think fit. But such determination of the contract shall be without any prejudice to any right of remedy of the Board against the Contractor or his sureties in respect of any breach of contract committed by the Contractor.

(a) All expenses and damages caused to the Board by any breach of all or any of the terms of this contract by the Contractor shall be paid by the Contractor to the Board and may be recovered from him.

9a. The final payment will be made only on production of an undertaking by the supplier / contractor that all taxes & duties payable to the state / Central government Departments / Agencies due to this supply / contract have been paid by him and if any claim is received in future from any central / state government departments/ agencies under existing laws regarding this supply / contract, the supplier /contractor shall be liable to pay the same.

10. The Security deposit will be released only after the successful completion of the contract period viz. 6 years and six months after producing Non Liability Certificate. But in the event of any dispute arising between the Electricity Board and the Contractor, the Board shall be entitled to deduct out of the deposits or the balance thereof, until such dispute is determined the amount of such damages, costs, charges and expenses as may be claimed the same may also be deducted from any other sum which may be due at any time from the Board to the Contractor.

11. The Contractor / hereby declares that the goods/stores/articles sold to buyer under this contract shall be of the best quality (and workmanship) and shall be strictly in accordance with the specifications and particulars contained/mentioned in the copy of the order mentioned in clause 3 here of and the contractor/hereby guarantees that said goods/stores/articles would continue to conform to the description and quality aforesaid for a period of days/months from the date of delivery of the said goods/stores/articles to the board and that notwithstanding the fact the board(Inspector) may be inspected and/or approved the said goods/stores/ articles, if during the aforesaid period of ... days/months the goods/stores/articles be discovered not to conform to the description and quality aforesaid or


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