

കേരളം കേരള KERALA *Supplementary agreement no: 1 to original agreement no: 40/2012-13 dt 21/10/2012*
AGREEMENT NO: *521/2013-14*

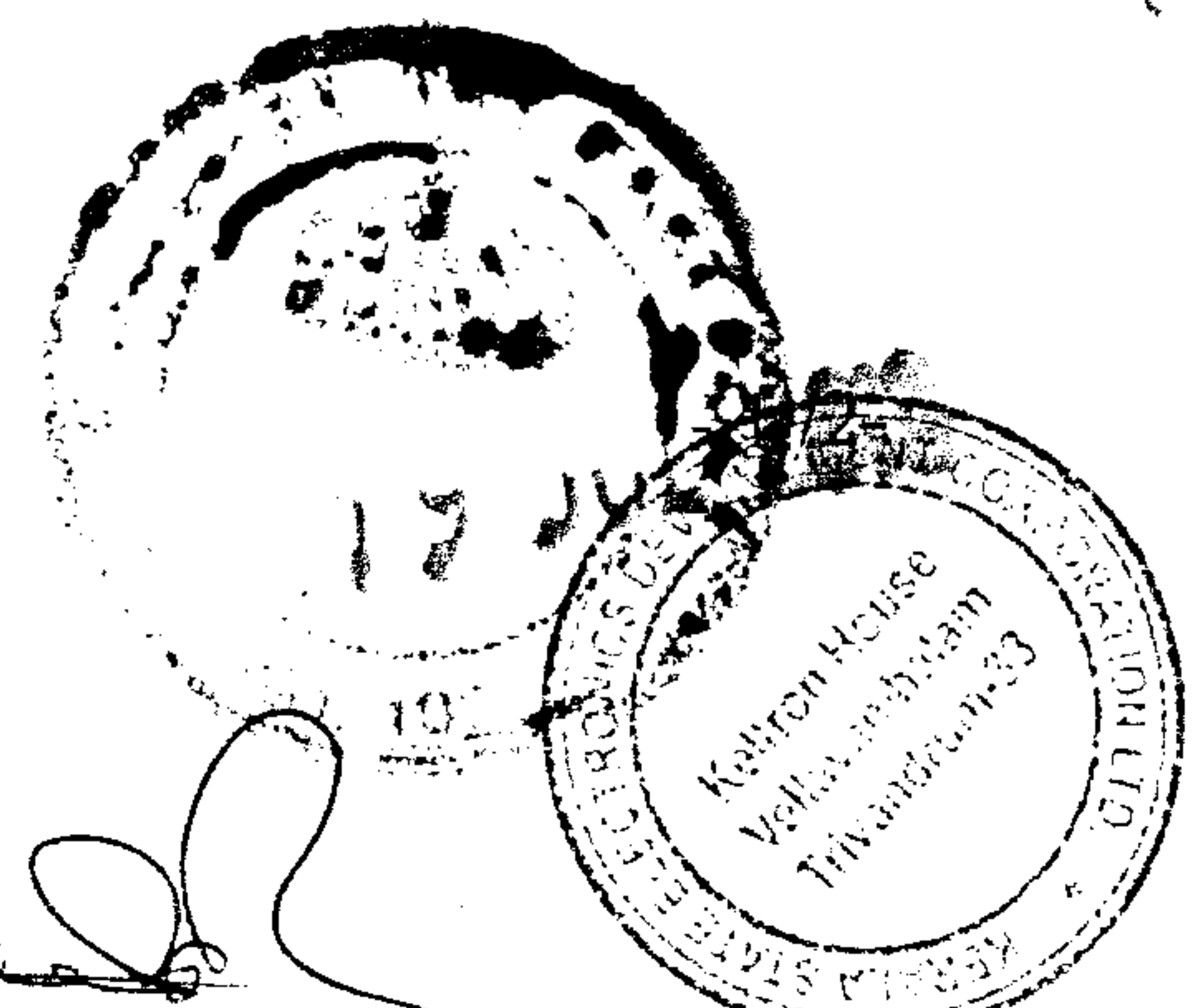
Articles of Agreement made the ¹⁸ 10th day of ~~October~~ Two Thousand Thirteen Between Sri J. Babraj Chief Engineer (SCM), Kerala State Electricity Board, Thiruvananthapuram acting for / on behalf of the Kerala State Electricity Board, hereinafter called the "Board" of the one part and Sri. Isac Newton Robert - General Manager (ITP), K S E D C Limited incorporated under the Company's Act and having its registered Office at Vellayambalam, Thiruvananthapuram (herein after called the Contractor) of the other part.

WHEREAS the Contractor has offered for the services as per letter No.TVM/ITBG/MK/110/13-14 DTD 20.08.2013.

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 ~~522554~~ (Exempted as per Para 53 (C) of Kerala Stores Purchase Manual). As per Bank Draft No. dated OR Bank Guarantee No.0435013BG.0000190 Dated ..10.10.2013..... of the State Bank of India Bank duly approved by the Board (or) by Cash Rs..... /- by vide Receipt No. dated of Board Secretariat.

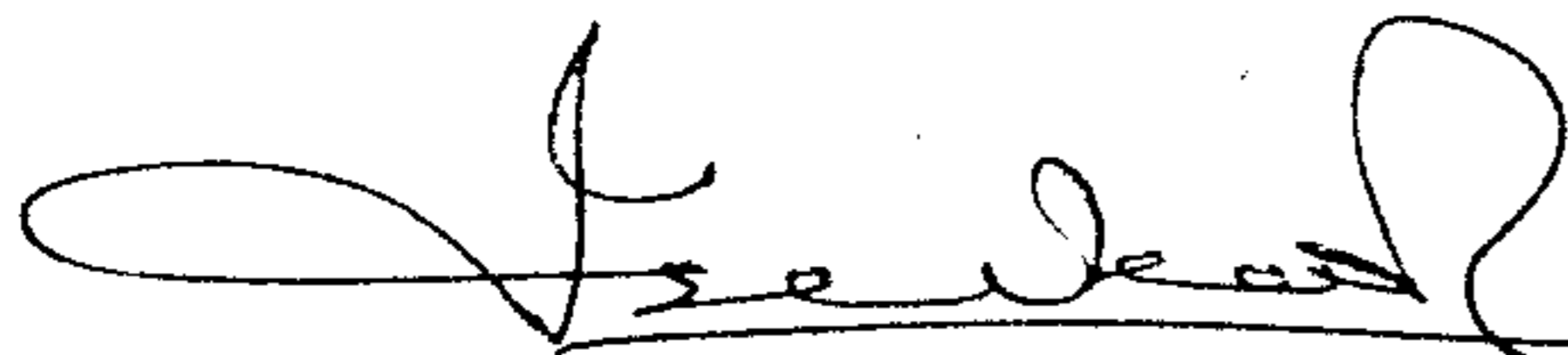
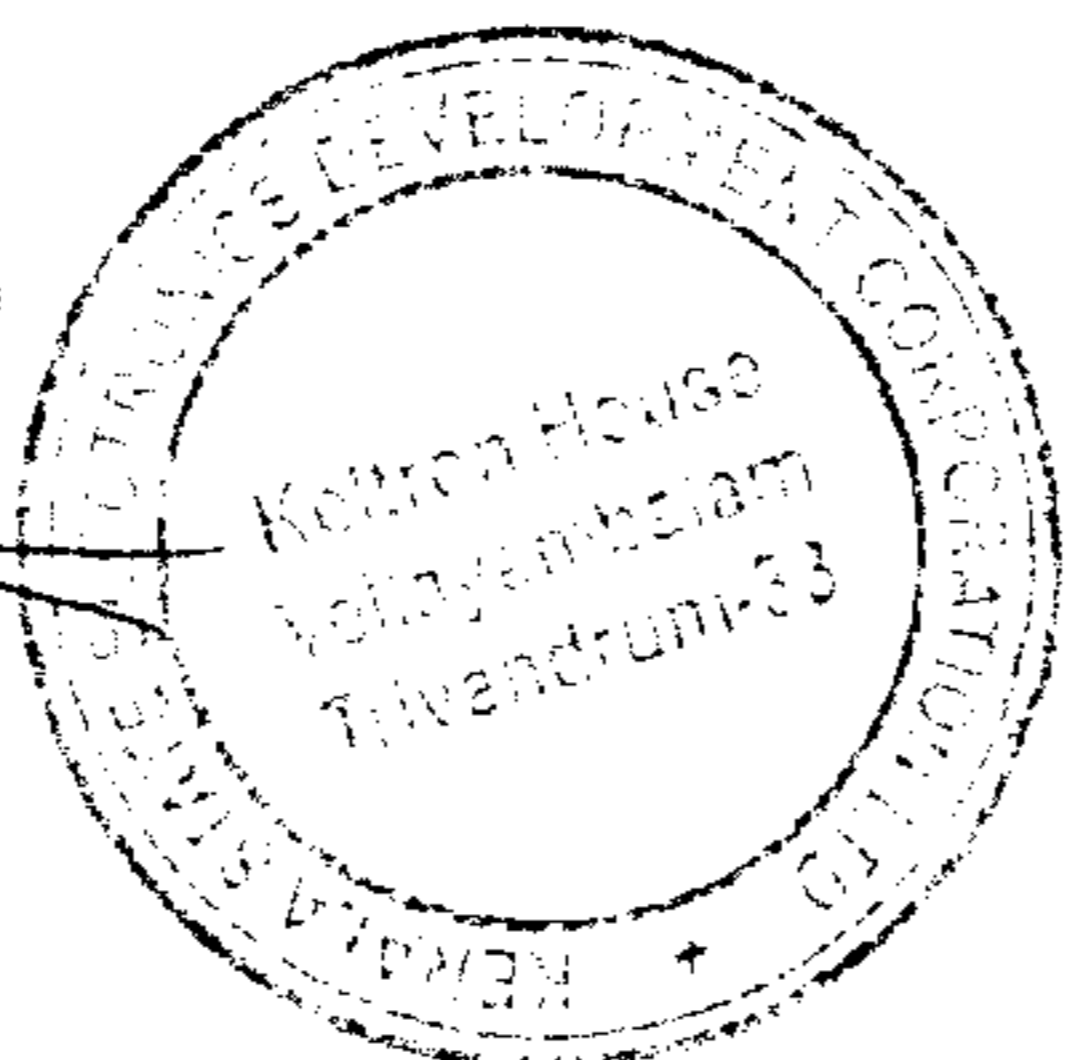
[Signature]
CHIEF ENGINEER
SUPPLY CHAIN MANAGEMENT
K.S.E.BOARD, THIRUVANANTHAPURAM- 4

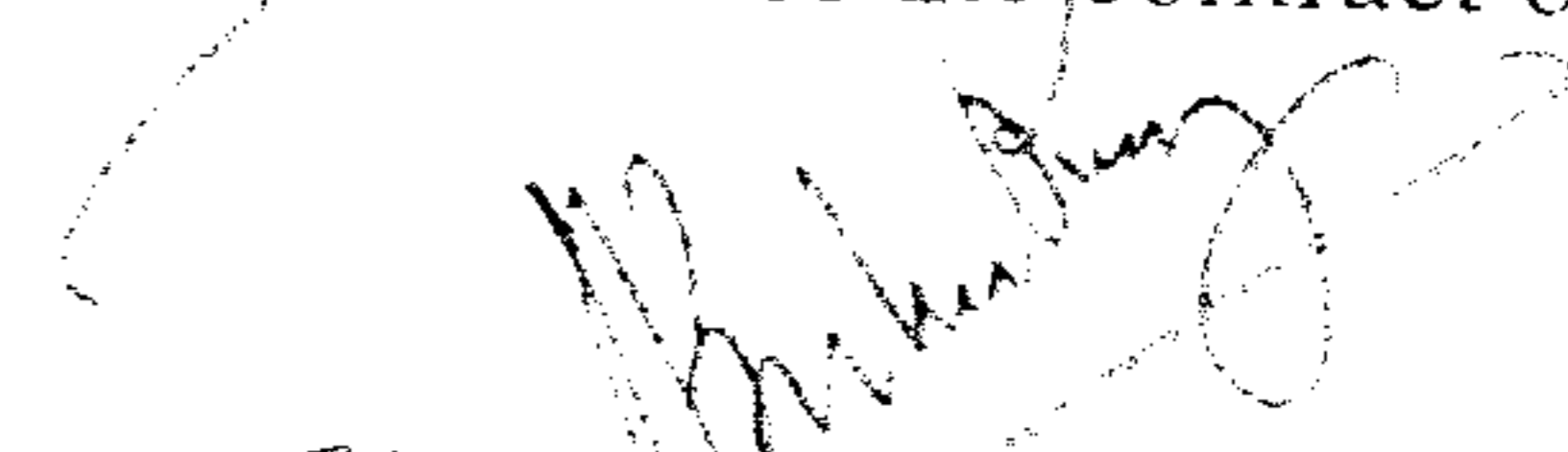


[Signature]

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

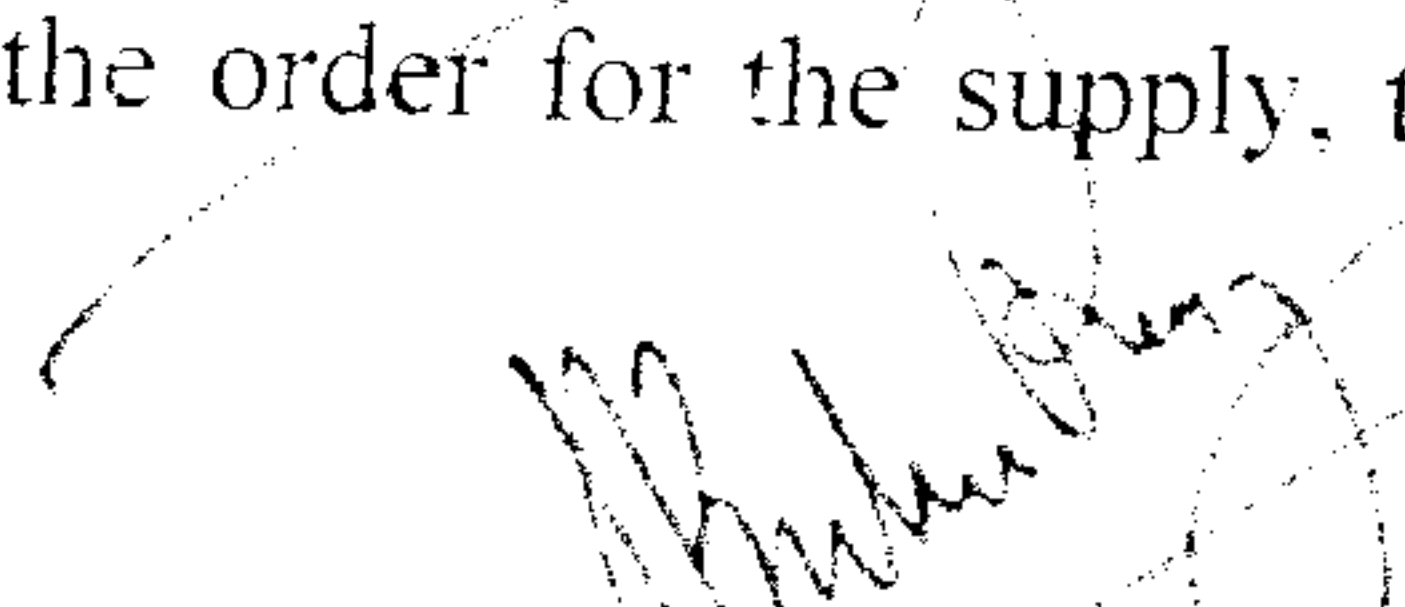
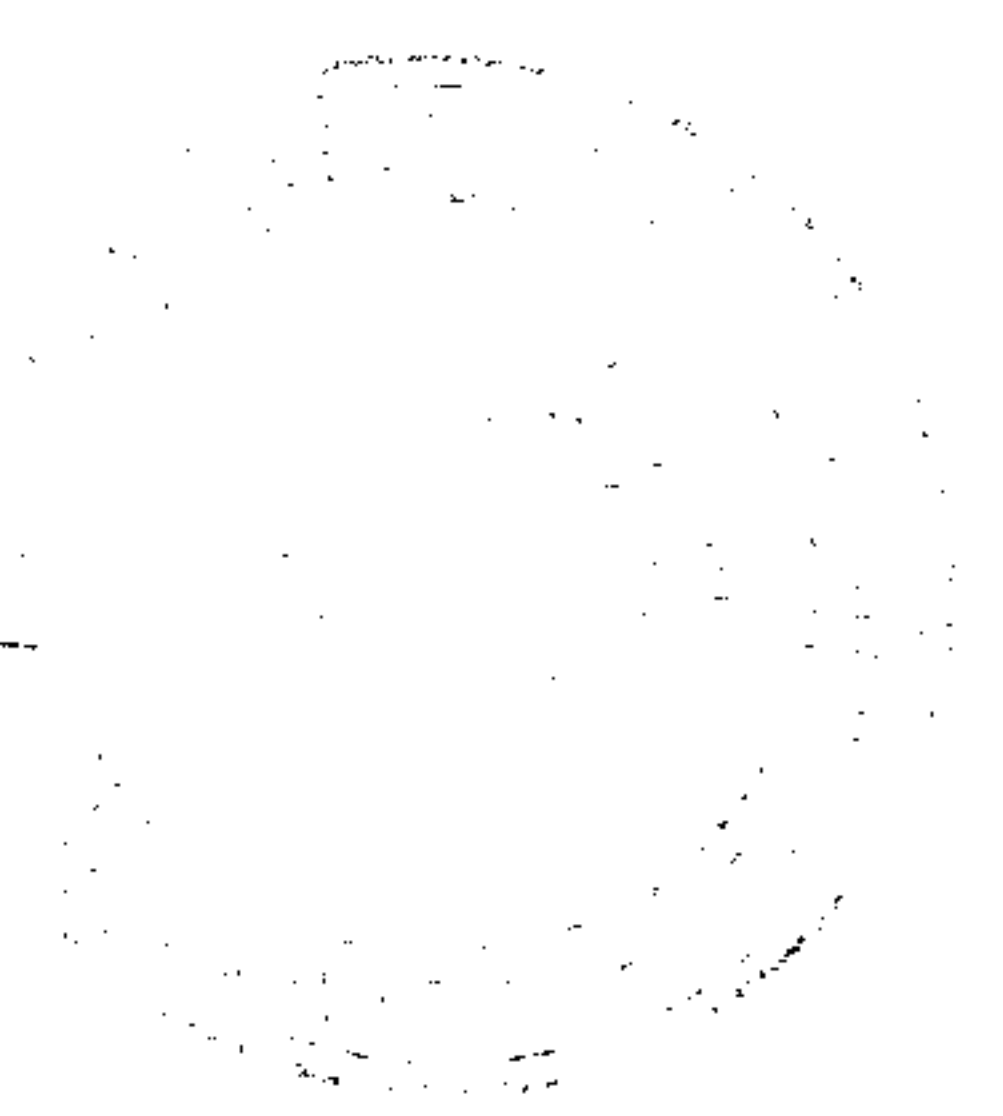
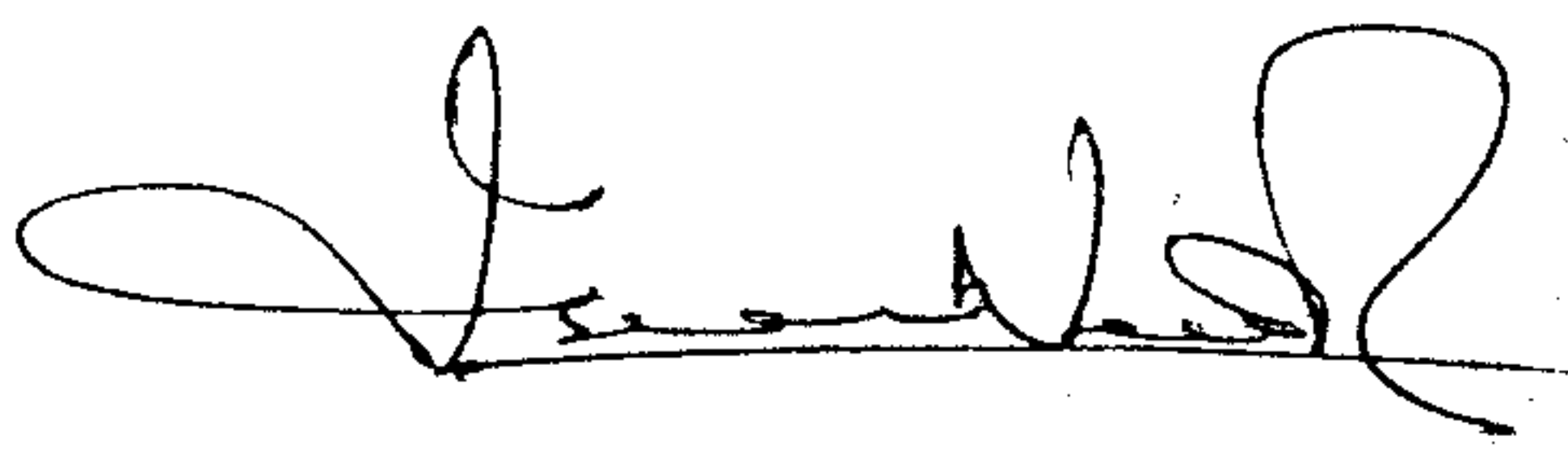
1. The Contractor shall undertake to carry out the work according to the standards and specifications.
2. No representation for enhancement of rates once accepted will be considered.
3. The work to be carried out is shown in the copy of order No. 1) SCM.71/2012-13/3334 dtd 04.12.2012 2) Amendment-I dtd 10.06.2013 3) Amendment -II dtd 23-08-2013 4) Amendment -III dtd 24-09-2013 herewith attached which shall be treated as a part of this agreement as nearly as can be foreseen.
4. In case the Contractor fails to carry out the work offered for by him within the time provided for service 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. 100% payment plus taxes and duties will be made against delivery by the paying authorities mentioned in the consignee list. Proforma invoice shall be sent 20 days in advance by KELTRON to be concerned paying authorities of KSEB.
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


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TIRUVANDUR

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.
9. 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.
10. The equipments supplied under this contract will be under warranty valid for the **Three Years** from the date of delivery of the said goods. The normal terms of warranty will be applicable to the equipments. The warranty covers only manufacturing defects but not over consumables, damage due to mishandling by consumers, natural calamities, rat bites, lightning etc. The Warranty will be void if consumables other than that recommended by the equipment manufacturer is used by the users
11. The Contractor hereby declares that the services rendered under this contract shall be of the best quality 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. Nothing here in contained shall prejudice any other right of the Board in that behalf under this contract or otherwise.
12. The notice letter, offer of the contractor and work order will form part of this agreement. The terms & conditions given in this agreement shall supercede all the terms and conditions contained in the tender/quotation submitted by the Contractor or in the covering letter forwarding the said tender/quotation. Where the contractor's terms and conditions are at variance with this agreement and/or the order for the supply, the latter shall prevail.



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SUPPLY DIVISION
K.S.E.B.

- 13.** In case where the contractor after carried out the work partially fails to fulfill the contracts in full, all or any of the work not carried out may, at the discretion of the Board be arranged by means of another tender/Quotation or by negotiation from the next higher tenderer who had offered to carry out the work already and the loss, if any, caused to the Board shall thereby together with such sums as may be fixed by the Board towards damages be recovered from the defaulting, tenderer/quotationer.
- 14.** Even in cases where no alternate arrangements are made for the work not carried out the proportionate portion of the security deposit based on the work not carried out at the rate shown in the tender/quotationer of the defaulter shall be forfeited and balance alone shall be refunded.
- 15.** 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.

In witness where of the parties hereto have hereunto set their hands the day and year first above written.

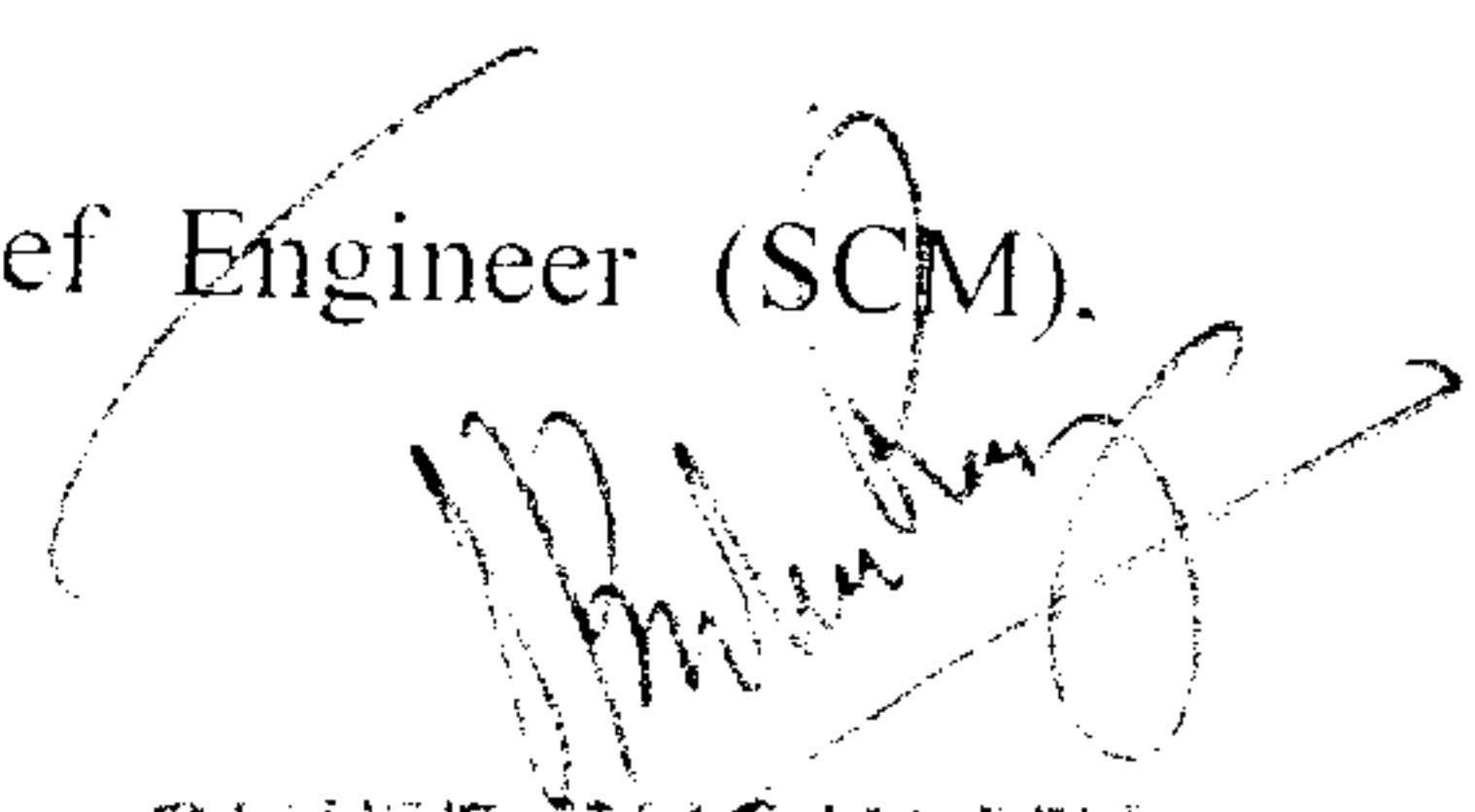
Signed sealed and delivered

by Sri. J. Baburaj, Chief Engineer (SCM),
acting for and on behalf of the Kerala State Electricity Board.


In the presence of: Jolly Mathua

Witness

1. Jolly Mathua, Sr Superd. Officer (CE (SCM))
2. Raginy. K, AEE, of the CE (SCM)


CHIEF ENGINEER
SUPPLY CHARGE MANAGEMENT
K.S.E.B.O.P.D. THIRUVANANTHAPURAM

Signed sealed and delivered by (Contractor)


Isac Newton Robert.
General Manager

In the presence of Witness:-

- 1) MadhuSudhana Kurup C
- 2) S. Prakashchandran Nair

