

भारतीय गैर न्यायिक

भारत INDIA

₹. 500



FIVE HUNDRED RUPEES

पच सौ रुपये

सत्यमेव जयते

Rs. 500

INDIA NON JUDICIAL

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ANNEXURE I
AGREEMENT No. 90/2017-18.

Articles of Agreement made the 16th day of December 2017.
.....between Smt. Jaya Kumari, Chief Engineer (SCM), Kerala State Electricity Board Limited, Vidyuthibhavan, Pattom, Thiruvananthapuram, acting for/on behalf of the Kerala State Electricity Board Limited, hereinafter called the "KSEB Limited" of the one part and Sri. S.R.Vinayakumar, Managing Director of M/s United Electrical Industries Ltd., Pallimukku, Kollam, a Kerala Government company incorporated under the Companies Act 1956 having its registered Office at Pallimukku, Kollam (hereinafter called the "Contractor") of the other part.

WHEREAS the Contractor has tendered for the supply of articles for the use of "KSEB Limited" as per Tender Notification No.KSEB/SCM/eP.10/2017-18 Dt.05.05.2017.

And WHEREAS the "KSEB Limited" have been pleased to accept the contract in respect of the articles mentioned in the copy of order and its amendment order attached.

And WHEREAS the contractor has security for the satisfactory fulfillment of this contract furnished Bank Guarantee vide Bank Guarantee No.7005417BG0000018 dt.16.11.2017 for Rs.50,00,000/- (Rupees Fifty Lakh Only) of State Bank of India Kollam which will be treated as Security Deposit against three purchase order numbers 1) SCM.116/2017-18/4656 dated 04.11.2017 for supply of 9791 numbers of 11KV 400 Amp AB Switch for 14,37,94,249/- (2) SCM.118/DDUGJY/ 2017-18/4718 dt 07.11.2017 for supply of 1872 numbers of the item for Rs.2,74,92,885/- and (3) SCM.119/IPDS/ 2017-18/4719 dt 07.11.2017 for supply of 2387 numbers of the item for Rs. 3,50,56,365/- " The KSEB Limited, is having every right to recover the liabilities ,if any ,from the bills due to the contractor and if the same is found insufficient, then from the said bank guarantee (security deposit) All sums found due to the KSEB Limited under or by virtue of this order

Contd.....(2.)
CHIEF ENGINEER
Supply Chain Management
Kerala State Electricity Board Limited
Vidyuthi Bhavanam, Pattom
Thiruvananthapuram - 695 004

M/S UNITED ELECTRICAL INDUSTRIES LTD.

Senior Manager (Accounts)
Ratnakumar. S

K SIVARAJAN
KOLLAM VENDOR

14 NOV 2017

Rs 900/-
11/12/2017

U.E.I.
Pallimukku, Kollam.

shall be recoverable from the bounder and his properties, movable and immovable under the provision of the Revenue Recovery Act for the time being in force as though such sums are arrears of land revenue and also in such of the manner as the KSEB Limited may deem fit.

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

1. The Contractor shall undertake to supply material according to the standard samples and specifications. In other cases he should send samples to conform to the description given in the schedule when required to do so. Approved samples will not be paid for and shall become the property of the "KSEB Limited", but may at the discretion of the "KSEB Limited" be returned to the Contractor whose tender is accepted, on the completion of his contract. All samples must be clearly labeled to show to what particular items tendered for they relate and should be of sufficient size and quantity to enable the KSEB Limited to compare supplies therewith.

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:116/2017-18/4656 dt.04.11.2017 here with attached which shall be treated as 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 tenders, and the "KSEB Limited" in no case binds itself to purchase 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 articles 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 "KSEB Limited", the "KSEB Limited" is at liberty to purchase the articles or an article of 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 his 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 herein contained and on his part to be observed and performed, then and in any such case, it shall be lawful for the "KSEB Limited" (if it shall think fit to do so) by an order in writing to put an end to this contract, and in case the "KSEB Limited" 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 "KSEB Limited" under and by virtue of this contract it shall be lawful for the "KSEB Limited" from and out of any moneys for the time being payable or owing to the contractor from the "KSEB Limited" under or by virtue of this contract or otherwise to pay and reimburse to the "KSEB Limited" 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.

[Handwritten Signature]
Copy of the Agreement
Bundla Road, Lucknow
KSEB Limited
Lucknow
Date: 04.11.2017

Contd (3)

[Handwritten Signature]
04.11.2017
KSEB Limited
Lucknow

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.

7. The contractor shall not assign or make over the contract for the benefits or burdens thereof or any part thereof to any other person or person 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 "KSEB Limited". The "KSEB Limited" 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 sub-contractor 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 Limited 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 "KSEB Limited" shall think fit. But such determination of the contract shall be without any prejudice to any right or remedy of the "KSEB Limited" 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 "KSEB Limited" by any breach of all or any of the terms of this contract by the Contractor shall be paid by the Contractor to the "KSEB Limited", and may be recovered from him.

9. (a) The final payment will be made only on production of an Undertaking by the Supplier/ Contractor that all taxes and duties payable to the Central/State 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 losses regarding this supply/contract, the Supplier/Contractor shall be liable to pay the same.

10. The Security Deposit shall, subject to the conditions specified herein be returned to the Contractor within three months after the expiration of the contract, but in the event of any dispute arising between the KSEB Limited and the Contractor, the

Contd(4)

Jale
MANAGER
Supply and Management
Kerala State Electricity Board Limited
P.O. Box 100, Thiruvananthapuram, Kerala
A-101, Thiruvananthapuram - 695 001

[Signature]
Date: 10/2/16

"KSEB Limited" 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 "KSEB Limited" to the Contractor.

11. The Contractor/here by 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/here by guarantees that the said goods/stores/articles would continue to conform to the description and quality aforesaid for a period of 24 months from the date of delivery of the said goods/stores/articles to the "KSEB Limited" and that notwithstanding the fact that the "KSEB Limited" (Inspector) may have inspected and/or approved the said goods/stores/articles, if during the aforesaid period of 24 months the said goods/store/articles be discovered not to conform to the description and quality aforesaid or have deteriorated and the decision of the "KSEB Limited" in that behalf will be final and conclusive the "KSEB Limited" will be entitled to reject the said goods/stores/articles or such portion thereof as may be discovered not to conform to the said description and quality. On such rejection of goods/articles/stores will be at the contractor's risk and all the provisions herein contained relating to rejection of goods etc shall apply. The contractor/Seller shall if so called upon to do replace the goods etc or such portion thereof as is rejected by the "KSEB Limited". Otherwise the Contractor/Seller shall pay to the "KSEB Limited" such damages as may arise by reason of the break of the conditions here in contained. Nothing herein contained shall prejudice any other right of the "KSEB Limited" in that behalf under this contract or otherwise.

11(a) "If the rejected materials are not lifted from the site/store within 15 days on receipt of intimation of rejection by the consignee, the supplier/Contractor shall be liable to pay the ground rent @ 0.1% of the value of rejected materials for every day of delay".

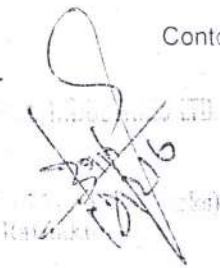
12. The terms and conditions given in this agreement and/or the order referred to in Clauses 3 above, shall supercede all the terms and conditions contained in the tender/quotation submitted by the Contractor or in the covering letter forwarding the said tender/quotation. Where the contractor's terms and conditions are at variance with this agreement and/or the order for the supply, the latter shall prevail.

13. In case where a successful tenderer after having made partial supplies fails to fulfill the contracts in full, all or any of the materials not supplied may, at the discretion of the purchasing officer be purchased by means of another tender/quotation or by negotiation from the next higher tenderer who had offered to supply already and the loss, if any, caused to the "KSEB Limited" shall thereby together with such sums as may be fixed by the "KSEB Limited" towards damages be recovered from the defaulting tenderer.

14. Even in cases where no alternate purchases are arranged for the materials not supplied the proportionate portion of the security deposit based on the cost of the materials not supplied at the rate shown in the tender of the defaulter shall be forfeited and balance alone shall be refunded.



Contd(5)



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15. The Courts situated at the place where the headquarters of the "KSEB Limited" is situate, viz. Trivandrum 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 and sealed and delivered by Smt. Jaya Kumari, the Chief Engineer (SCM) acting for and on behalf of the Kerala State Electricity Board Limited.

Jaya
CHIEF ENGINEER
Supply & Management
Kerala State Electricity Board Limited,
Vidyuthi Bhavanam, Pattom
Thiruvananthapuram - 695 004

In the presence of

Witness:

1. K.R. Santhi. *Santhi*
Sr. Superintendent
2. *P. Arthy Lopsinath S*
AEE / SCM *Arthy*

Signed and sealed and delivered by Sri.S.Ratnakumar, Senior Manager (Works), United Electrical Industries Limited Pallimukku Kollam-691010

Sri.S.Ratnakumar

In the presence of

Witness:

1. Smt. L Subharaj, Section Officer
United Electrical Industries Ltd, Kollam
2. Smt. Priya Susan Jacob, Section Officer
United Electrical Industries Ltd, Kollam

L Subharaj

Priya Susan Jacob