

KERALA STATE ELECTRICITY BOARD LTD

Thiruvananthapuram

(Incorporated under the Indian Companies Act, 1956)

CIN: U40100KL2011SGC027424, GST:32AAECK2277NBZ1

Registered Office: Vidyuthi Bhavanam, Pattom, Thiruvananthapuram 695 004

Website: www.kseb.in

GENERAL CONDITIONS OF CONTRACT

AND

SCHEDULE FOR THE SUPPLY OF MATERIALS

Office of the Chief Engineer
(Supply Chain Management),
Kerala State Electricity Board Limited,
Vidyuthi Bhavanam, Pattom. P.O
Thiruvananthapuram – 695 004
Kerala State, India.

Phone – +91 471-2446853/ 2514530/ 2514568

Email – cescm@kseb.in

Sd/-

Chief Engineer (SCM)&CSC

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FORM OF TENDER

To

The Chief Engineer (SCM)&CSC,
Kerala State Electricity Board Ltd.
Thiruvananthapuram-695 004.

Sir,

I/We hereby tender to supply against your Bid No.

Under the annexed General Conditions of Contract the whole of the articles referred to and described in the attached specification and schedule, or any portion thereof, as may be decided by you, at the rates quoted against each item. The articles will be delivered within the time and at the places specified in the schedule.

I/We have remitted the required earnest money of Rs.

as Internet Banking.

I/We have remitted the required cost of tender Rs.

Through e-payment.

UTR No

Account No.

GST No.

Yours faithfully,

Name and Address of Bidder

KERALA STATE ELECTRICITY BOARD LTD.

TENDER NOTICE

GENERAL CONDITIONS

E-tenders are Invited for the supply of the materials as specified in the schedule below.

- 1) The Tender documents and other details may be downloaded from the website **etenders.kerala.gov.in**.
- 2) The Earnest money deposit and a non-refundable bid submission fee including GST shall be remitted through Internet Banking to the account number given in the remittance form provided by the e-procurement system for this particular bid. **Only Internet Banking is allowed as the mode of payment.** All the Tender documents are to be submitted online only and in the designated covers/envelopes on the above website. Tenders/bids shall be accepted only through online mode in the website and no manual submission shall be entertained.
- 3) The rates quoted should be for the unit specified in the schedule attached and should be only in Indian currency. Quotations in any other currency will be liable to rejections. The column "Total" should also be correctly filled in.
- 4) Intending Bidders should submit their bids through online only to the website **etenders.kerala.gov.in** on or before the time and date specified in the Notice Inviting Tender.
- 5) EVERY TENDER SHOULD BE ACCOMPANIED BY AN EARNEST MONEY OF 1 PERCENT OF THE TOTAL COST OF THE ARTICLES TENDERED FOR. This shall be remitted to the account number given in the remittance form provided by the e-procurement system for this particular bid. **Only Internet Banking allowed.** TENDERS WITHOUT SUFFICIENT EARNEST MONEY WILL BE REJECTED.

Kerala Government Public Sector Undertakings are exempted from furnishing the EMD. MSME with Udyog Aadhar Registration are exempted from furnishing the EMD and Bid Submission Fee. The Earnest Money of the unsuccessful Bidders will be returned as soon as possible after the tenders are settled, but that of the successful tenders will be adjusted towards security that will have to be deposited for the satisfactory fulfillment of the contract. No interest will be paid for the earnest money deposited.

- 6) The bidder shall submit an attested copy of PAN card of the authorized signatory/firm along with the bid.
- 7) The tenders will be opened in the presence of such of those Bidders or their representatives who may be present at the time. Details of prices etc. will be read out to those present at that time and such details will not be furnished to the representatives if they call at a later date.

- a) The rates will be considered firm for acceptance till the validity of the offer. If any bidder withdraws from his tender before the expiry of the period fixed for keeping the rates firm for acceptance, the earnest money deposited by him will stand forfeited to the KSEB Ltd.
 - b) Bidders not stipulating period of firmness and bids with price variation clause and/or 'subject to prior sale' conditions are liable to be rejected.
 - c) Tenders subject to conditions will not be considered. They are liable to be rejected on that sole ground.
- 8) Bidders shall invariably specify in their tenders the delivery conditions including the time required for the supply of articles tendered for.
- 9) The final acceptance of the tenders rests entirely with the Chief Engineer (SCM)&CSC, Kerala State Electricity Board Limited, who does not bind himself to accept the lowest or any tender. But the bidders on their part should be prepared to carry out order in respect of such portion of the supplies included in their tenders as may be allotted to them. In any case the decision of the Chief Engineer (SCM)&CSC, Kerala State Electricity Board Limited, shall be final and no correspondence shall be entered in to as to why a tender was not accepted or why a portion of the item only was ordered for etc.
- 10) In the case of materials of a technical nature, the successful Bidder should be prepared to guarantee satisfactory performance for a period fixed by KSEBL.
- 11) The successful Bidder shall also execute an agreement in the form prescribed by the KSEB Limited (Specimen given in Appendix-I) for the due fulfillment of the contract within the period to be specified in the letter to the contractor and shall have to pay all stamp duty, lawyer's charge, and other expenses incidental to the execution of the agreement. Failure to execute the agreement within the period specified would entail the penalties set out in Para - 12 below.
- 12) The successful Bidder before signing the agreement and within a fortnight after the acceptance of this tender has been intimated to him shall deposit a sum equivalent to 5(Five) percent of the value of the Contract rounded to the next multiple of Hundred Rupees as **Security Deposit** for the satisfactory fulfillment of the contract. The amount of security shall be deposited in the manner prescribed in Special instruction of Purchase order. If the Security is in the form of Bank Guarantee it should be from banks approved by the purchaser in the prescribed form as per specimen given in the sample form Appendix-II. If the successful Bidder fails to deposit the security and execute the agreement as stated above the earnest money deposited by him will be forfeited to the KSEB Limited and the contract advertised again at the defaulter's risk. Any loss incurred by the KSEB Limited on account of the re-tender will be recovered from the defaulter who will however not be entitled to any gain accruing thereby.
- 13) The Security Deposit shall, subject to the conditions specified herein, be returned to the contractor within three months after successful termination of contract to the satisfaction of the KSEB Limited. But in the event of any dispute arising between the KSEB Limited and the contractor, the KSEB Limited shall be entitled to

deduct out of the deposits or the balance thereof until such dispute is determined, the amount of such damage costs charges and expense 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.

In the case of contract with performance guarantee, the Security Deposits shall normally be released within three months from the expiry of the period of guarantee.

- 14) All payments to the Contractor will be made by the purchasing officer in the due course by NEFT/ Internet banking/ RTGS payment only.
- 15) Ordinarily payment will only be made after the supplies are actually verified and taken to stock. If the bidders require part payment against Railway Receipt or documentary proof of despatch of material, the same can be accepted only if the tenderer furnishes a Bank Guarantee in a form approved by the KSEB Limited (Specimen given in Appendix-II here to) from a scheduled Bank for the advance amount involved. In this case bank charges, if any will be to the bidder's account. The Bank Guarantee must be as stated under para- 5 in conformity with the Bank Guarantee Scheme approved by the Reserve Bank of India. The bidders shall quote also the percentage of rebate (discount) offered by them in case percentage payments are made against documents and the balance within fifteen or thirty days.
- 16) The contractor shall not assign or make over the contract or the benefits or burdens thereof or any part thereof to any other person or persons 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 Chief Engineer (SCM)&CSC, Kerala State Electricity Board Ltd. The Chief Engineer (SCM)&CSC shall have absolute power to refuse such consent or to rescind such consent any time, if he is 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.
- 17) 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 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 his contract, the contractor shall have entered himself liable to damages amounting to the whole of his security deposits the contract, shall thereupon after notice given by the Chief Engineer (SCM)&CSC, Kerala State Electricity Board Limited to the contractor be determined and the KSEB Limited may complete the contract in such time and manner and by such persons as the Chief Engineer (SCM)&CSC, Kerala Electricity Board Limited shall think fit. But such determination of the contract shall be without any prejudice to any right of remedy of the KSEB Limited against the

contractor of his sureties in respect of any breach of contract therefore committed by the contractor. All the expenses and damages caused to the KSEB Limited by any breach of contract by the contractor shall be paid by the contractor to the KSEB Limited and may be recovered from him under the provisions of the Revenue Recovery Act in force in the State.

- 18) "The Bidder should produce a Solvency Certificate obtained within a period of 6 months from the Tahsildar or Nationalized/ scheduled Bank or Networth certificate issued by a Chartered Accountant along with the bids as to what extent they are solvent".
- 19) In case the contractor fails to supply and deliver any of the said articles and things within the time provided for delivery of the same or in case the contractor commits any breach of any of the covenants, stipulation 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 Chief Engineer (SCM)&CSC, Kerala State Electricity Board Limited (if he shall think fit to do so) to arrange for the purchase of the said articles and things elsewhere or on behalf of the KSEB Limited by an order in writing under the hand of the Chief Engineer (SCM)&CSC, Kerala State Electricity Board Limited to put an end to this contract and in case the KSEB Limited shall have incurred, sustained or been put to any cost damages or expenses by reason of such purchases or by reason. Of this contract having been so put an end to or in case any difference in price, compensation loss, cost 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 Board under or by virtue of this contract or other wise to pay and reimburse to the KSEB Limited all such cost damages and expenses they may have sustained incurred or been put to by reason of the purchase made elsewhere or by reason of this contract having been so put an end to as aforesaid and also all such difference in price, compensation loss, cost damages, expenses and other moneys as shall for the time being, be payable by the contractor as aforesaid.
 - a) In case any difference or dispute arises in connection with the contract, all legal proceedings relating to the matter shall be instituted in the Court within whose jurisdiction the Purchasing Officer voluntarily resides.
 - b) In case, where a successful tenderer after having made partial supplies fails to fulfill the contracts in full, all or any of the materials is 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 Ltd towards damages be recovered from the defaulting tenderer.
- 20) Every notice hereby required authorised 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 sufficiently served on the contractor on the date on which in the ordinary course of mail a letter so addressed and posted would reach his place of abode or business.

- 21) The tenderer shall undertake to supply materials according to the standard samples and specifications.
- 22) Representation for enhancement of the accepted rates will not be considered.
 - a) In the case of imported goods, when the price accepted is the ex-site price quoted by the tenderer, the benefit of any reduction in the CIF price should accrue to the KSEB Limited.
- 23) Any attempt on the part of the bidder or their agents to influence the KSEB Limited in their favour by personal canvassing will disqualify the bidders.
- 24) Bidders should be prepared to accept orders that in the event of their default to supply as ordered or failure to supply within the period stipulated in the order the security deposited under para-12 supra will be forfeited in respect of such belated supplies. The KSEB Limited and/or the Chief Engineer (SCM)&CSC has also the option to refuse to accept the supply and also the further option that when belated supplies are accepted, the price to be paid will be as settled by the KSEB Limited and/or Chief Engineer (SCM)&CSC whose decision will be final and the contractor will be further liable to pay the liquidated damages @ 0.1% of the all inclusive rate minus taxes per day subject to a maximum of 10% of the value of the belated supplies. But where the actual damages is provided as exceeding this amount the contractor is liable to pay such damages instead of the said liquidated damages.
 - a) "Where due to any default of contractor in the execution of contract, the KSEB Limited makes purchases on open market or after negotiation or after inviting fresh tender and settling with any of such tenderers, as per the discretion of the KSEB Limited or its officers invested with powers to enter into such contracts the contractor will be liable to pay the KSEB Limited the extra costs incurred by the KSEB Limited and also other expenses defrayed.
- 25) The prices quoted should be inclusive of all taxes duties etc., and after passing on the input tax credit benefit as stipulated under Section 171 of CGST Act 2017, which are or may become payable by the contractor under existing laws or rules of the country of origin or supply during the course of execution of the contract. In the absence of specific stipulations to the contrary in the tenders, it will be assumed that the prices quoted are inclusive of all such taxes duties etc, and extra claims therefore will not be accepted.
- 26) In case payment of customs duty is to be made by the Purchasing Officer, the Purchasing Officer will pay the duty in the unloaded invoice price only in the first Instance any difference being paid when the tenderer produces the final assessment orders later.

- 27) If any bidder has Rate Running Contract with the Director General of Supplies & Disposals, New Delhi for the supply of any of the items of stores mentioned in the Schedule hereto a copy of the same should be enclosed with the tender.
- 28) Special conditions, if any mentioned in the tender of the tenderer or in any other communication from him will not be applicable to the contract unless they are expressly accepted in writing by the purchaser.
- 29) Bidders shall clearly specify whether the goods are offered from indigenous sources, from imported stocks in India or from foreign sources to be imported under a license. The KSEB Limited reserves the right to reject offers for import of goods if the Import Trade control Policy in force at the time of award of the contract prohibits or restricts such imports.
- 30) Even in case 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 rates shown in the tender of the defaulter shall be forfeited and Balance alone shall be refunded.
- 31) All Bank charges incurred by the KSEB Limited for making payments outside the District in which the claim arises shall be borne by the contractor.
- 32) The bidders shall quote also the percentage or rebate discounts offered by them in case the payments is made promptly within fifteen days/with in one month of taking delivery of stores.
- 33) Any sum of money due and payable to the Contractor (including security deposit) returnable to him under this contract may be appropriated by the Purchasing Officer or the KSEB Limited or any other person authorised by the KSEB Limited and set off against any claim of the Purchasing Officer or the KSEB Limited for the payment of a sum of money arising out of or under any other contract made by the contractor with the purchasing Officer or the KSEB Limited or any other person authorised by the KSEB Limited.
- 34) The bidder should send along with his tender an agreement executed and signed in Kerala Stamp paper (worth Rs.200/-) as per prevailing Stamp Act, 1959, amended by Kerala Finance Act 2019 and Table of Registration Fees, Government of Kerala. A specimen form of agreement is given below as Appendix-III of this tender. Tenders without the agreement in stamp paper uploaded, will be rejected outright. Original Agreement shall be furnished on the date of opening of Bid.
- 35) Tenderer will invariably furnish the following certificate with their bills for payment.

“Certified that the goods on which GST has been charged have not been exempted under the Central GST Act or Integrated GST Act or the State GST Act or the rules made there under and charges on account of GST on these goods are correct under provisions of the relevant Act or the rules made there under Certified further that we (or our branch or agent) are registered as dealers in the sale ofUnder Registration No For purpose of GST”

- 36) The Courts situated at the place where the headquarters of the KSEB Ltd is situated viz., Thiruvananthapuram alone will have jurisdiction to entertain civil suits pertaining to this contract.

Sd/-
Chief Engineer (SCM)&CSC

Office of the Chief Engineer
(Supply Chain Management),
Kerala State, Electricity Board Limited,
P.B.No.1028, Thiruvananthapuram – 695 004.

APPENDIX - I

FORM OF AGREEMENT

(in Kerala Government Stamp Paper worth Rs.200/-)

Articles of Agreement made the day of..... Between Sri... .. (Purchase Authority), Kerala State Electricity Board Limited, Thiruvananthapuram acting for/on behalf of the Kerala State Electricity Board Ltd herein after called the "KSEB Ltd", a company incorporated under the Companies Act, 1956 having its registered office at Vidyuthi Bhavanam, Pattom, Thiruvananthapuram, PIN-695 004, of the one part and Sri..... of..... and... .. Company Limited incorporated under the and having its registered Office at (herein after called the Manufacturer) of the other part. WHEREAS the manufacturer has tendered for the supply of articles for the use of KSEB Ltd as per Tender Notification No..... Dated.....

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

And WHEREAS the manufacturer has security for the satisfactory fulfillment of this contract deposited Rs..... i.e., a sum equal to..... percent of the value of the contract as per Bank Draft No..... dated / Bank Guarantee No Dated..... of the Bank duly approved by the KSEB Limited.

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

- 1) The manufacturer shall undertake to supply Goods 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 manufacturer 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) Representation for enhancement of the accepted rates will not be considered.
- 3) The approximate quantities to be supplied are shown in the copy of Purchase Order No..... 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 Ltd in no

case binds itself to purchase any quantity at all during the period of contract if no necessity arises therefore but the manufacturer 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 KSEB Limited, the KSEB Limited is at liberty to purchase the articles 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 manufacturer's bills or his security deposit, as the case may be the manufacturer shall not however be entitled to the excess, if any, of the tendered rate over such purchase amount.

4) In case the manufacturer 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 manufacturer 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 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 manufacturer 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 manufacturer 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 manufacturer aforesaid.

5) Every notice hereby required or authorised to be given may be either given to the manufacturer 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 manufacturer by Post at this usual or last known place of abode or business and if so addressed and posted shall be deemed to have been served to manufacturer 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 manufacturer will be made by the Purchasing Officer by Online payment through NEFT/ SBI Internet Banking /RTGS only.

7) The manufacturer shall not assign or make over the contract or the benefits or burdens there of or any part thereof to any other person or persons or body corporate. The manufacturer 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 Ltd 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 manufacturer or the sub manufacturer upon such rescission. Provided always that if such consent be given at any time, the manufacturer shall not be relieved from any obligation, duty or responsibility under this contract.

8) In case the manufacturer becomes insolvent or goes into liquidation or makes or propose to make any assignment for the benefit of his creditors or propose 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 manufacturer shall commit any act of insolvency, or in case in which under any clause or clauses of this contract, the manufacturer shall have rendered himself liable to damages amounting to the whole of his Security Deposits, the contractor shall thereupon, after notice given by the Purchasing Authority, KSEB Limited to the manufacturer, be determined and the Chief Engineer (SCM)&CSC, may complete the contract in such time and manner and by such person as the KSEB Ltd shall think fit. But such determination of the manufacturer shall be without any prejudice to any right or remedy of the KSEB Ltd against the manufacturer or his sureties in respect of any breach of contract Committed by the manufacturer.

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 manufacturer shall be paid by the manufacturer to the KSEB Ltd and may be recovered from him.

(a) The final payment will be made only on production of an undertaking by the manufacturer/ manufacturers 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 in future received from any Central/ State Government Departments/ Agencies under existing laws regarding this supply/ contract, the manufacturer/ manufacturers shall be liable to pay the same.

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

11) The manufacturer/ manufacturers here by declares that the Goods 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 manufacturer/ manufacturers here by guarantees that the said Goods/ stores/ articles would continue to conform to the description and quality aforesaid for a period of Days/months from

the date of acceptance/..... Days/months from the date of commissioning, whichever is earlier, of the said Goods to the KSEB Limited and that notwithstanding the fact that the KSEB Ltd (Inspector) may have inspected and/or approved the said Goods, if during the aforesaid period ofdays/ months the said Goods/stores/articles be discovered not to conform to the description and quality aforesaid or have deteriorated and the decision of the Board in that behalf will be final and conclusive the KSEB Limited will be entitled to reject the said Goods articles or such portion thereof as may be discovered not to conform to the said description and quality. On such rejection of Goods will be at the manufacturer's risk and all the provisions herein contained relating to rejection of Goods etc, shall apply, the manufacturer shall if so called upon to do replace the Goods etc, or such portion thereof as is rejected by the KSEB Limited Otherwise the manufacturer shall pay to the KSEB Limited such damages as may arise by reason of the break of the conditions herein contained. Nothing herein contained shall prejudice any other right of the KSEB Limited in that behalf under this contract or otherwise.

(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 manufacturer/contractor shall be liable to pay ground rent @ 0.1% of the value of rejected materials for every day of delay, limited to maximum of 10% of the value of the rejected material.

12) The terms & conditions given in this agreement and/or the Order referred to in Clause-3 above, shall supersede all the terms and conditions contained in the tender/quotation submitted by the manufacturer or in the covering letter forwarding the said tender/quotation. Where the manufacturer'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 bidder after having made partial supplies fails to fulfill the contracts in full, all or any of the Goods 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 bidder 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 Ltd towards damages the recovered from the defaulting, bidder.

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

15) Any disputes arising out of this contract will be subject to the exclusive jurisdiction of Civil Courts at Thiruvananthapuram.

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

Signed _____ and _____ sealed _____ delivered
by.....
.....Chief Engineer (SCM)&CSC, acting for and on behalf of the Kerala State
Electricity Board Limited.

In the presence of :

Witness 1.

2.

Signed sealed and delivered by

In the presence of - (Manufacturer)

Witness:- 1

Witness:- 2

APPENDIX-II

GUARANTEE BOND (Common for SDBG & PBG)

(in Stamp paper worth Rs. 500/-)

e-Tender / Purchase Order Number:

Name of item :

1) In consideration of the Kerala State Electricity Board Limited represented by the (Name of the agreement authority) having agreed to exempt [hereinafter called 'the said Contractor(s)'] from the demand, under the terms and conditions of an Agreement dated made between..... andfor..... (hereinafter called 'the said Agreement'), of security deposit for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of a bank Guarantee for Rs..... (Rupees.....Only). We,

..... (hereinafter referred (indicate the name of the bank) to as 'the Bank') at the request of [contractor(s)] do hereby undertake to pay to the Kerala State Electricity Board Limited an amount not exceeding Rs..... against any loss or damage caused to or suffered or would be caused to or suffered by the Kerala State Electricity Board Limited by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2) We (indicate the name of the bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Kerala State Electricity Board Limited stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Kerala State Electricity Board Limited by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s)' failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

3) We undertake to pay to the Kerala State Electricity Board Limited any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/ manufacturer(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s)/ manufacturer(s) shall have no claim against us for making such payment.

4) We,..... (indicate the name of bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Kerala State Electricity Board Limited under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Office of the Kerala State Electricity Board Limited certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the we shall be discharged from all liability under this guarantee thereafter.

5) We, (indicate the name of bank) further agree with the Kerala State Electricity Board Limited that the Kerala State Electricity Board Limited shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Kerala State Electricity Board Limited against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the Kerala State Electricity Board Limited or any indulgence by the Kerala State Electricity Board Limited to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6) This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/manufacturer(s).

7) We,(indicate the name of bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Kerala State Electricity Board Limited in writing.

8) Dated the day of for (indicate the name of the Bank).

APPENDIX- III

BID AGREEMENT

(in Kerala Government Stamp Paper worth Rs. 200/-)

Articles of agreement executed on this the
... ..day of Two thousand and
Between the Kerala State Electricity Board Ltd. represented by (here enter the designation
of the officer who has invited this tender (here in after
referred to as "The KSEB Ltd)" of the one part and Sri..... here enter name and
address of the tenderer) hereinafter referred to as "The bounden" of the other part

WHEREAS in response to the invitation for tenders contained in Notification
No..... date inviting tenders the bounden has
submitted to the KSEB Ltd a tender for the specified therein subject to
the terms and conditions contained in the said tender:

WHEREAS the bounden has also deposited with the KSEB Ltd a sum of Rs.....
..... as earnest money for execution of an agreement undertaking the due fulfillment of
the contract in case his tender is accepted by the KSEB Limited

Now THESE PRESENTS WITNESS and it is hereby mutually agreed as follows

- 1) In case the tender submitted by the bounden is accepted by the KSEB Limited and the contract for is awarded to the bounden, the bounden shall withindays of acceptance of this tender execute an agreement with the KSEB Limited incorporating all the terms and conditions under which the KSEB Limited accepts his tender.
- 2) In case the bounden fails to execute the agreement as aforesaid incorporating the terms and conditions governing the contract the KSEB Limited shall have power and authority to recover from the bounden any loss or damages caused to the KSEB Limited by such breach as may be determined by the KSEB Limited, appropriating the earnest money deposited by the bounden and if the earnest money is found to be inadequate, the deficit amount may be recovered from the bounden and his properties movable and immovable also in the manner here in after contained.
- 3) All sums found due to the KSEB Limited under or by virtue of this agreement shall be recoverable from the bounden and his properties, movable and immovable under the provisions of the Revenue Recovery Act for the time being in force as though such sums are arrears of land revenue and also in such other manner as the KSEB Limited may deem fit.

4) In witness where Sri.....(here enter name and designation) for and on behalf of the KSEB Limited and Sri.....
... .. the bounden have hereunto set their hands the day and year shown against their respective signatures.

Signed by Sri.....(date)

In the presence of witness.

1.

2.

Signed by Shri.....(date)

In the presence of witness

1.

2.