



KERALA STATE ELECTRICITY BOARD LIMITED

(Incorporated Under the Companies Act, 1956 (No.1/1956)

Corporate Identity No.U40100KL2011SGCO27424

Corporate Office (Supply Chain Management)

Vydyuthi Bhavanam, Pattom, Thiruvananthapuram- 695004, India,

Ph: +91-471-2446853, Fax: +91-471-2447246,

E-mail: cescm@kseb.in

PURCHASE ORDER

From

Chief Engineer(SCM)

To

M/s. MicroFx Pvt Ltd,
(Udyog Adhar No.KR03B0027365)
Sy.No.23,Dodda Byalakere,
Shivakote Post, Hesaraghatta Hobli,
Bangalore North-560 089.

P.O.No.	SCM.74/2019-20/4679
Date	25.09.2019
P.O. type	Supply- New
Reference file	CE/SCM/XC/AEC1/SBM/2019-20
Tender No.	KSEB/SCM/eP-01/2019-20 dated 30.05.2019.
Purchase value	₹ 1,43,85,976/-
Price	Fixed

Dear Sirs,

- Sub:- Supply of 1119 Nos Spot Billing Machines(SBM) with warranty for five years and continued extended warranty for next two years - regarding
- Ref:- 1) This office Tender No.KSEB/SCM/eP-01/2019-20 dated 30.05.2019.
2) Your offer against tender no.KSEB/SCM/eP-01/2019-20 dated 30.05.2019.
3) This office letter CE/SCM/XC/AEC1/SBM/2019-20/4008 dated 26.08.2019.
4) Your letter No.MFX/C/KSEB/2019-20/113 dated 27.08.2019.
5) Proceedings of the Purchase Committee SCM/TA.41/SPC/19-20/4522 dated 20.09.2019

Your offer for supply of 1119 Nos Spot Billing Machines(SBM) with warranty for five years and continued extended warranty for next two years as per the Schedule I attached is accepted. Please effect the supply according to the instructions given in this order.

An original of this Purchase Order attached should be duly signed and sealed on all pages as a token of acceptance and returned to this office for incorporation in the contract agreement.

Yours faithfully,


Deputy Chief Engineer In Charge (SCM)

Copy to:-

1. The Chief Engineer(IT,CR & CAPs)
2. All Chief Engineers (Distribution), KSEB Limited
3. All Deputy Chief Engineers of Electrical Circles.

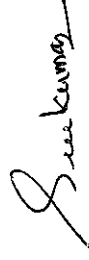
SCHEDULE - I

Schedule of Price and List of Equipments Accepted to be Supplied with 5year Warranty and continued extended warranty for next two years.

Sl.No	Item Description	Qty in Nos	Basic price (₹)	GST @ 18 % (₹)	Insurance (₹)	Freight (₹)	All inclusive rate/Unit (₹)	Total Amount (₹)
1.	Supply of Spot Billing machines (model no. BTM-101/A) and accessories with warranty for a period of five years	1119	10195	1835.10	inclusive	inclusive	12030.10	1,34,61,682.00
2.	Extended warranty for the sixth year	1119	350	63.00	-	-	413.00	4,62,147.00
3.	Extended warranty for the seventh year	1119	350	63.00	-	-	413.00	4,62,147.00
Total		1119					12856.10	1,43,85,976.00

(Rupees One crore Forty three lakh Eighty five thousand Nine hundred and Seventy six only)

Note:- The Prices noted above are FIRM.



Deputy Chief Engineer In Charge (SCM)



SPECIAL INSTRUCTIONS

- 1) **Scope:-**This order shall cover Supply of Spot Billing Machines and accessories (including connectivity Cables),satisfactory demonstration,ensuring working condition and Maintenance of all components and materials as detailed in the Technical particulars including warranty for five years and continued extended warranty for next two years at various Offices of Kerala State Electricity Board Limited.

All accessories necessary for the Spot Bill Machines in the various offices (to replace the existing SBMs for Electrical Sections coming under RAPDRP Areas) are also deemed to be included in the scope of supply without any additional cost to the KSEB Limited. License fee, if any, for the software other than those mentioned in the tender which may be required to operate the equipments shall be to the supplier's account.

This contract will be governed by the KSEBL's tender specification, terms and conditions in the tender document (Tender No. KSEB/SCM/eP-01/2019-20 dated 30.05.2019.), General Conditions of Contract, all related 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 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) **Contract Agreement:-** A contract agreement as in Annexure-II should be executed by you within 15 days of receipt of this order in the prescribed form in Kerala Government Stamp Paper worth Rs.500/- along with Security Deposit as referred below. Payment on account of supplies against this order is liable to be withheld until the agreement is executed.
- 3) **Security Deposit:-** An amount of Rs.7,19,300/- (Rupees Seven Lakh Nineteen Thousand and Three Hundred only) has to be deposited as security deposit. This may be in the form of Demand draft favouring Chief Engineer (SCM), KSEB Limited payable at Thiruvananthapuram or Bank Guarantee from a Nationalised/ Scheduled Bank in the prescribed form with a validity period of Seven years and six months from the date of purchase order.
- 4) **Firmness of Rates:-** Price is firm in all respects for delivery (including warranty for five years) and no price escalation on any account will be considered. The prices is inclusive of all taxes and duties , freight and insurance and other levies if any and all charges for delivery of the materials to the consignee. Loading, unloading and handling charges of the item at various sites is supplier's responsibility . Statutory Variation of taxes and duties due to change in Government Policy will be allowed provided the material is supplied within the scheduled delivery period. Insurance coverage of materials should be arranged by the supplier at his cost during transit up to KSEB Limited's stores and one month storage thereafter .



CE (SCM)

5) **Technical Specification:-** Specification of items to be supplied at the various sites are as given below:

Sl No.	Description	Specification
1	Processor & PC compatibility	32 bit latest Processor with 400 MHz speed or higher. The SBM must be PC compatible and run latest Linux OS or higher with latest versions/editions & compatible with existing KSEBL Application.
2	Flash Memory	Minimum 256 MB Flash
3	RAM Memory	Minimum 128 MB RAM
4	SD Card slot built-in	With minimum of 1 GB SD Card
5	Display	128x64 pixels Graphics LCD display with Back light.
6	Keyboard	Minimum 23 Back lit keys
7	Peripheral Ports	RS-232; USB; Ethernet, micro USB
8	Battery	Li-on 7.4V, 2000mAh (or above)
9	Printer	Integrated Thermal Printer with Width: maximum 57 mm (2.25 inches) Paper Holding Capacity: Min 15 meters paper roll
10	Operating Temperature	0°C to 55°C
11	Real Time Clock (RTC)	a real time clock based on a quartz crystal with a battery totally independent of power supply
12	Power Adaptor	AC Intelligent Charger with Input:100 - 240V,50/60Hz DC output: 9V, 2.2A
13	Dimensions	Handy,light weight, rugged, small in size for the ease of portability
14	Provision for carrying	Carry bag with Shoulder Holster and Hand Strap for proper gripping
15	Standards	<ul style="list-style-type: none"> i) CBIP Technical Report no. 111 - Specification for common Meter reading Instrument. ii) IEC - 529 - Degree of Protection provided by enclosures iii) IS : 12063 : 1987 - Classification of Degree of Protection provided by enclosures of electrical items iv) IS 9000: 1979 - Basic environmental testing procedure for electronic & electronic items. v) IEC - 1000 - Electromagnetic compatibility vi) IEC - 1000-4-2 : 1995 - Electrostatic discharge immunity test vii) IEC - 1000-4-3 : 1995 - Radiated, radio - frequency electromagnetic field immunity test, Magnetic immunity test viii) CISPAR 22 - Limits and method of measurement of radio disturbance characteristics of information technology equipment.

The Guaranteed Technical Particulars are attached as Annexure I

- (i). Even though consumables such as paper roll, battery (after completion of 1 year warranty for battery) are not included in the clauses of performance guarantee, the supplier will have to assist the users in replacing them if required.
- (ii). A detailed manual for operation and maintenance and catalogue prepared in English language shall be supplied with the equipment. The metric system of measurement shall be used exclusively in this contract.
- (iii). SBM's should be compatible with Linux .
- (iv). KSEB Ltd may install licensed or open source versions of standard or custom made Application software in equipments procured under this contract. Such installations will not cause alterations in Warranty or extended warranty unless mutually agreed.
- (v). Compatibility:- The Components as per Technical Specification above are to work together interconnected. The equipments should be capable of working in networked environment with other Systems.
- (vi). Bought out items:- A declaration may be given from the manufacturers' of the bought out items to the effect that the support and spares as per the bid requirement will be available from the supplier.
- (vii). Consumables:- The suppliers should ensure availability of all consumables in respect of all components readily on demand at all locations where the systems are supplied .
- (viii). Verification:- If required, the components, at the time of delivery, should be demonstrated to the consignee for conformity of specification for acceptance.
- (ix). The network and operating system configuration will be the responsibility of the supplier. The details of network configuration of the operating system like domain name, client names, IP Address details etc will be provided by KSEB Limited for establishing the network.
- (x). **The warranty for the machine batteries shall be a minimum of one year.**
- (xi). Two internet connectivity cable should be provided for every five spot billing machines and one serial port cable / USB cable should be provided for every five spot billing machines

6)

- i. The agreed rate are inclusive of a comprehensive onsite **warranty for 5 (Five) years and continued extended warranty for next two years for all the items from the date of acceptance.** The supplier shall maintain systems supplied under this contract in accordance with the provisions laid down in the clauses below during the above period.
- ii. Scope and Services Covered under Warranty and extended warranty period- The supplier shall provide the following services under the warranty and extended warranty period to keep the SBMs in good working order
 - a) Un scheduled on call corrective and remedial maintenance service to set right the malfunctioning of the system. This includes replacement of unserviceable parts. The parts replaced will either be new parts or equivalent in performance to new parts. In the case of a part, the defective part removed from the system will become the property of the supplier.
 - (b) Operating System (OS) Support:- The supply is comprehensive inclusive of OS support on all the systems supplied and ensure working condition under this contract. Any problem related with OS maintenance, reloading of OS with all device drivers, OS upgrade, device drivers, System configuration and network configuration (if required) shall be attended & rectified by the supplier. All required device drivers shall be provided by the supplier. The supplier shall also keep a copy of all device drivers
 - (c) The responsibility of collecting the defective SBM, from the Electrical Sections shall be with the supplier. However the supplier can establish a single point of contact with the System Supervisor of each Electrical Divisions so as to collect the defective SBM through him. This may be done by providing suitable number of spare SBMs (to be provided on the bidder account) to System Supervisors for replacement at Electrical Sections. This arrangement in no way will reduce the responsibility of the supplier in defect rectification of SBM in Electrical Section.
- iii. Service Assurance:-
 - (a) Maximum acceptable downtime will be Seventy two hours (3 working days) (including complaint reporting and attending days) at a time for all the Systems under this contract.
 - (b) The supplier shall also ensure an availability of 95% for all the Spot Bill Machines & accessories on a yearly basis. This means that all the Spot Bill Machines & accessories covered under this performance guarantee clause shall be in operating condition at least on 95% of the normal working hours. The normal working hours/day shall be taken as 8 hours.

iv. Downtime Penalty:-

- A. Downtime penalty will be charged for completing the calls after the time allowed viz., 72 hours.
- B. Downtime penalty shall be settled every year failing which the amount due to the KSEB Limited is liable to be realised from the Bank Guarantee furnished by the supplier.
- C. The Down Time Penalty will be Rs.25/- per day
- D. The maximum downtime penalty charged on a particular item in each year shall not exceed 10 % of the cost of that item.

v. Terms of Performance Warranty and Extended Warranty:-

- (a) The new upgraded items (Memory etc.) or other hardware purchased from the supplier or any other vendor and integrated into the existing warranty system, will be included in the Warranty with the supplier as soon as the warranty of the purchased item expires. This will be done through an Addendum to this contract signed by KSEB Limited and the supplier. The new hardware may be inspected by the contractor if it is procured from other sources. In case SEB Limited decides to withdraw any equipment from contract during the warranty / Extended Warranty period, the same will be taken out of this contract with written information to the supplier.
- (b) If the User is not able to hand over the system to the supplier's engineer for maintenance purpose, such time will not be considered for the down time penalty.
- (c) In case of intermittent failures and repetitive problems due to improper diagnosis or repair, the system will be treated as continuously down.
- (d) The supplier is not liable for problems arising out of break down or services or spares cost, arising out of damages caused due to fire, theft, riots, accidents, earthquakes, storm and other natural calamities.
- (e) The Performance Guarantee and Extended Warranty does not include consumables such as battery (after completion of 1 year warranty for battery), Paper roll etc.
- (f) At each location, KSEB Limited will keep a System Maintenance Register which is a record of machine failure including the nature of failure, date and time of booking the complaint, when the machine was put back in to service and the total down time. This record will be signed by the supplier's Service Engineer and KSEB Limited Engineer. Format for keeping this record will be as per the **Annexure-V**. It is the responsibility of the head of the office to maintain such a register.
- (g) **Call Registration And Completion:-** All the maintenance calls will be logged using the System Maintenance Register. Also, they may be registered with the nearest supplier's office. The supplier shall acknowledge each call with a unique Call number, which is to be used for reference in future. A call service slip may be made for each call. The Call service slip shall contain the following details: call number, reported problem, affected items, date and time of call reporting, date and time of call attending, date and time of call completion, down time in days/hrs, fault diagnosed, repairs carried out, components replaced etc. Completion of calls will be certified by an Assistant Engineer or by a nominee. The supplier shall prepare the call service slips in duplicate. These will be signed by KSEB Limited Engineer & the supplier. One copy will be given to the user and one copy will be retained by the supplier. No other documents will be used to workout downtime for penalty calculation. The entries in the System Maintenance Register may also be completed based on the entries of the Call service slip after closing the call.

A provision of a common telephone number with a minimum of 5 lines is to be provided by the supplier for making calls to register complaints and getting token numbers for the same at the time of complaint registration. All calls received should be registered in a portal which can be accessed by KSEB Limited with facility to generate reports of down time of all complaints. The details of closing a call will be entered by the supplier. These entries shall be based on the call service slip signed by the KSEB Limited engineer of the section office and the service engineer of the supplier with date and time.

Sl.No	Service Centre to Contact for Support	Contact Person	Contact Details
1.	Trivandrum, Kollam, Pathanamthitta & Alappuzha	Mr. Muhamad Fasil.	Ph: 8086598656, Email-fazilmuhammed93@gmail.com Land Line No: 0471-2324163, 2324881 (Mr. Vijayan)
2.	Kottayam, Ernakulam, Idukki, Thrissur, Palakkad & Wayanad	Mr. Sarth,	Mr. Sarath (7510288131, Emailsarthsharu66@gmail.com) Mr. Vimal (8848009637) (Mr. Josep Thomas 9895470610) Mr. Bibin Benny

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3.	Kozhikode, Malappuram, Kannur & Kasargod	Mr.Salmanul Faris MP,	(8281420592, Email-sfarismtr@gmail.com), Mr.AdbullaKoya (Ph:9846004716, mescon@rediffmail.com)
4.	2 nd level service	Mr.Shantosh (Sr.Service Manager)	Ph:7019747988, Email:santhoshgowda779@gmail.com
5.	3 rd level service	Mr.Ramu (General Manager)	Ph:9886355896, Email: tulasiramu@gmail.com
6.	4 th level support	Mr.Sahib Jan (Managing Director)	Ph:9986001434, Email: sahibjan16@gmail.com
7.	5 th level support	Mrs.Bobitha Yoosuf Jan (Director)	Ph:9886734175, Email: bobithajan@yahoo.co.in

- (h) KSEB Limited personnel will be responsible for operating the SBMs. During the period of warranty and Extended Warranty, KSEB Limited will restrict to operational activities only and will not repair any equipment. The contract does not cover any Database or User application related problem.
- (i) Whenever the SBMs cannot be repaired on site within the specified time limits, the vendor will have to provide an alternate equipment of matching specification of the equipment supplied under the contract. This shall be replaced within the period of **maximum 30 days** with the same equipment after repair or with an equipment of same or better model of the equipment supplied under the contract. All such replaced equipments will also come under the clauses of the existing Performance Guarantee.
- (j) **Force Majeure:-** The supplier shall not be liable or deemed to be default of any delay or failure in performance stated herein resulting directly or indirectly from causes beyond his reasonable control. If the supplier is prevented from performing its function under the instrument for a period longer than six months, the supplier's liability ceases. Then both the parties shall discuss the course of action to be taken afterwards.
- (k) **Extended Warranty:-** All the systems purchased from the supplier will be included warranty for five years and Extended Warranty for next two years.
- (l) The warranty and extended warranty shall be comprehensive and cover the cost of all the spare parts required for replacement/repair of the Spot Billing Machines except consumable items like battery, paper roll etc. The Extended Warranty shall be on regular basis to ensure the minimum down time of the system.
- (m) **Payment for extended warranty:** The payment will be released yearly. The supplier will submit yearly bill along with the downtime statement within one week of completion of the year to the respective consignee. The bills along with certified monthly downtime statements of the custodian officers shall be forwarded to the ARUs. The ARUs will reconcile this and pass and forward the bills to the Chief Engineer (IT,CR&CAPS) to release the payment. In case penalty exceeds extended warranty amount the excess amount will be adjusted in the next year bill or the Performance Security Deposit.
- (n) The purchaser has the right to terminate the extended warranty at any time after giving one months notice and in case of such termination, the supplier shall not be entitled to claim any compensation.
- (o) If the supplier fails to execute the Extended Warranty Agreement and carryout Extended Warranty works, the maintenance of the Spot Billing Machines will be arranged through other agencies at risk and cost of the supplier and their Security Deposit forfeited.
- (p) The maximum Extended Warranty penalty amount will be limited to 10% of the Extended Warranty Contract Value.
- (q) **The maximum penalty for a particular equipment shall not exceed the Extended Warranty value of the equipment.**

7) **Training Facilities:-**

The supplier shall organize adequate training to at-least 100 users of the System as TOT. The supplier shall also impart training to at least five employees of KSEB Limited on design, development, implementation and maintenance of the system. The firm shall also handover the complete source code of the program along with all necessary documents for system design and development so that KSEB Limited can make any customization to the system by modifying the program source code, for use in KSEBL, once the system is handed over to KSEB Limited.

8) Delivery period:-

The materials shall be supplied as per the conditions of the contract. The supply of the Spot Billing Machines shall be arranged as per the schedule. The detailed list of offices to be covered is as per list in **Annexure-I**. The supply and ensuring of working condition, demonstration of the equipments shall commence within **45 days** with a minimum quantity of 500 Nos from the date of the Purchase Order and completed the balance quantity within **75 days** from the date of the Purchase Order.

9) Penalty:-

In case the supplier could not perform the supply as per the agreement within the specified delivery period penalty will be charged @1% per month of the value of belated supplies subject to a maximum of 10% of the value of belated supplies. In case the contract is not completely and satisfactorily performed, KSEB Limited has the right to terminate the contract at the risk and cost of the contractor and forfeit the Security Deposit. Penalty is applicable for belated replacement of materials rejected also as stated above

If the rejected materials are not lifted from the site within 15 days of receipt of the intimation of rejection by the consignee the supplier/ contractor shall be liable to pay ground rent @0.1% of the above value of rejected materials for every day of delay. The maximum ground rent will be 10%.

10) Payment:-

95% of the Ex works price of the material supplied in good working condition with taxes and duties (Full) freight and insurance (in full) will be made after supply and ensure working condition of the items as indicated in the order as per delivery schedule, in sound condition. Invoices in triplicate are to be raised in the name of the consignees concerned after completion of successful supply. The bills shall be certified by the Consignee, passed by the ARU heads and forwarded to the Chief Engineer(IT,CR&CAPS) within 20days of receipt of the bill in the Consignee Office. **All payment will be made by the Payment Authority (Chief Engineer (IT,CR&CAPs), Pattom, VidyuthiBhavanam, Thiruvananthapuram).** Balance 5% will be paid after completion of the guarantee period or on production of Performance Bank Guarantee (PBG)equivalent to 5% of the total contract value ie.₹ 7,19,300/- (Rupees Seven lakh Nineteen thousand and Three hundred only)from a Nationalised or Scheduled Bank, in the prescribed form with a validity period of 7 years and 6 months, the 5% amount will be released. The Bank Guarantee must be **valid for a minimum period of 2 years** and shall be extended as directed by Chief Engineer (SCM). Bank charges if any incurred in connection with effecting payments will be to the supplier's account. KSEB Ltd has all liberty to change the type of payment depending on the prevailing condition. Any increase in taxes and duties on account of crossing limit of turnover as specified by Government rules and regulations or due to delay in supply will not be compensated by KSEB Ltd.

Bank charges if any incurred in connection with effecting payments to the suppliers will be to the Supplier's account. Any increase in taxes on account of crossing limit of turnover as specified by Government rules and regulations or due to delay in supply will not be compensated by KSEB Ltd.

Final payment will be made on production of an undertaking by the Supplier/Contractor that all taxes payable to the Central/ State Government Departments/ Agencies due to the 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. The undertaking shall be in Kerala Government Stamp paper worth Rs.500/- in the following format:

i) "Purchase order No. SCM..../2019-20/..... dated/....../2019, M/s..... (Name of firm) here by agree that if any dispute on payment of taxes and duties from concerned tax authorities occurs in future, the firm shall indemnify the KSEB Limited from such liabilities and supplier will be liable for the additions, loss or cost on account of such discrepancies/ dispute."

KSEB Limited has all liberty to change the type of payment depending on the prevailing condition.

The KSEBL is a registered dealer under the Central Goods and Services Act,2017. GST Identification Number (GSTIN) of KSEB Limited is 32AAECK2277NBZ1.

Payment for extended warranty after the warranty period will be made yearly on satisfactory completion of each year of extended warranty.

11) License:- The licenses of any software required for the operation should be in the name of Kerala State Electricity Board Limited and valid for the entire warranty and extended warranty period.

12) Progress Report:- Fortnightly progress report regarding the supply of SBM shall be forwarded to this office regularly.



13) Consignee:- The Consignees list as far as this order is given in **Annexure-II** below. The delivery should be made at the location carried out immediately. Invoices should be addressed to the respective consignees.

14) Taxes:- The percentage of Taxes and Duties as quoted in the Tender is indicated on the Purchase Order clearly. If there is any reduction in the percentage on the rate of Taxes & Duties, the same should be passed on to the KSEB Limited. Any increase in taxes and duties on account of change in policy decisions of Government during the period of contract will be to KSEB Limited's account. But any increase in taxes & duties due to change in turn over etc. of the Supplier will be to the Supplier's account. The documents relating to the percentage of Taxes & Duties should be presented along with the invoice and will be reimbursed only on production of documentary evidence or after providing an undertaking in Kerala Government Stamp Paper worth Rs.500/- stating that "if any dispute on payment of taxes and duties from concerned tax authorities occurs in future, the firm shall indemnify the KSEB Limited from such liabilities and the Supplier will be made liable for the additions, loss or cost on account of such discrepancies/ dispute".

15) Transport and handling:- The expenses for transporting the items to various locations including loading & unloading charges, handling at the locations etc. will be to the Contractor's account. Service tax, if any, applicable in the freight charge will be to the supplier's account.

16) Insurance:- The item should be insured at your cost during transit up to KSEB Limited's Stores and one month storage thereafter and proof of insurance furnished to the consignee officer.

17) Change of Ownership:- The obligation of the supplier company/Firm under this contract shall not cease even if the ownership changes. The successor in interest or transferee shall have the obligation to perform the contract.

18) Replacement of Materials:- Whenever the SBMs cannot be repaired on site within the specified time limits, the supplier will have to provide an alternate equipment of matching specification of the equipment supplied under the contract. This shall be replaced within the period of maximum 30 days with the same equipment after repair or with an equipment of same or better model of the equipment supplied under the contract. All such replaced equipments will also come under the clauses of the existing Performance Guarantee.

Rejected materials will have to be replaced by you within 15 days from the date of intimation by the consignee. KSEB Limited also reserves the right to recover from the concerned supplier any loss sustained by the KSEB Limited due to the delay in clearing the rejected materials by the suppliers and the inconvenience caused to the KSEB Limited in this respect.

If the rejected materials are not lifted from the site within 15 days of receipt of the intimation of rejection by the consignee, the supplier/ contractor shall be liable to pay ground rent @0.1% of the above value of rejected materials for every day of delay. The maximum ground rent will be 10% of the actual value of rejected items.

19) Pre Despatch Inspection and Testing:-

a) The KSEB Ltd reserves its right to inspect and approve the materials before despatch. All facilities should be rendered for the KSEB Limited's representatives for inspecting the materials. All tests as prescribed in the relevant standards as applicable have to be conducted in his presence. Advance information regarding readiness of goods for inspection and the date of inspection and testing shall be given by Fax to the Chief Engineer, (SCM) immediately when each consignment or lot is ready for dispatch.

b) The KSEB Limited representative shall be entitled at all reasonable time during manufacture to inspect, examine and conduct tests on the materials and workmanship of the item to be supplied under this contract. If any part of the item offered is being manufactured elsewhere than in the Supplier's premises, the supplier shall obtain permission for the KSEB Limited's representatives to inspect, examine and test the item under manufacture as if they were being manufactured in Supplier's premises. Such inspection, examination and testing shall not release the Supplier from the obligations under this contract.

c) The Supplier shall give the KSEB Limited's representative 20 days notice in writing of the date and place where the items will be ready for testing.

d) The materials will be inspected and relevant test if deemed necessary will be conducted on receipt of the materials by the consignees and the item not satisfying the tests will be totally rejected.

21) Paper Roll:- Good quality thermal paper roll having minimum length of 15metre should be supplied along with each SBM.

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- 22) **Battery:-** The Supplier shall supply battery after the warranty period of 1 year for the battery supplied along with Spot Billing Machine, at the rates quoted below, if required by KSEB Limited.
- 2nd year - Rs.500/- + GST
3rd year - Rs.550/- + GST
4th year - Rs.550/- + GST
5th year - Rs.550/- + GST
6th year - Rs.550/- + GST
7th year - Rs.550/- + GST

The warranty period of the battery supplied after the initial warranty period of 1 year shall be 1 year.

- 23) **Corrections and Omissions:-** Specification, quantities, prices etc. noted in the schedule are subject to correction. Errors or omissions, if any will be intimated by the Contractor within ten days from the date of this order.
- 24) **Liquidated Damages:-** The supplier is liable to pay to the KSEBL, liquidated damage at 1% of value (All inclusive rate minus taxes and duties) of materials supplied late for every month of delay subject to a maximum of 10% of contract value of belated supplies. For computation of penalty, delay of less than 15 days will be neglected and a delay of 15 days or more will be counted as one full month. The supply order will be cancelled if undue delay in delivery is noticed.

Penalty is applicable for belated replacement of materials rejected also as stated above.

Where due to any defaults of the supplier in the execution of contract, the KSEBL makes purchases in open market after negotiation or after inviting fresh tender and settling any of such tenders, the contractor will be liable to pay to the KSEBL the extra cost incurred by the KSEBL and also other expenses defrayed. The materials if any supplied after the scheduled delivery period will be accepted only on condition that the price of such materials will be refixed taking into consideration the market value of such materials on the date of actual supply or at the price as per this order, whichever is lower. The decision of Director (Corporate Planning & SCM) in refixing the price will be final.

- 25) **Replacement of Rejected Materials:-** Rejected materials will have to be replaced by you within 60 days from the date of intimation by the consignee. The rejected materials should be taken back within a maximum period of 4 months from the date of intimation of rejection by the consignee officer, failing which the KSEB Limited will be at liberty to dispose of the rejected materials without any notice. No claims by the supplier will be entertained on account of the disposal. KSEB Limited also reserves the right to recover from the concerned supplier any loss sustained by due to the delay in clearing the rejected materials by the suppliers and the inconvenience caused to the KSEB Limited in this respect.
- 26) **Price Re-fixation:-** 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 rate of new tender/Purchase Order of such materials with the same specification supplied and accepted by the KSEB Limited on the date of actual supply or the basic price as per the subject tender whichever is lower will be applicable. The date of opening of price bids of the new tender shall be treated as the effective date. The decision of Director (Corporate Planning & SCM) decision in refixing the price will be final.
- 27) **Acceptance of materials and Tests:** A minimum period of 10 days will be required for verification and acceptance of the material by the Consignee. Damages and defects, if any, noticed will be intimated to the supplier within this period.
- Final acceptance of materials will be made after conducting tests if deemed necessary by the Consignee and the lot not satisfying the tests will be rejected.
- 28) **Force Majeure Conditions:-** The supplier 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, act of government, fire, floods, epidemics, quarantine, restrictions, riots, civil commotion and freight embargo, provided that supplier notify within 10 days from the beginning of such delay due to force majeure conditions, with valid proof for force majeure conditions. The KSEBL will verify that fact on merit and grant suitable extensions of delivery period if facts satisfy.
- 29) **Termination & Recovery:-** In case the Contractor fails to supply and deliver any of the said equipment 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), Kerala State Electricity Board Limited (if he shall think fit to do so) to arrange for

the purchase of the said articles and things else where or on behalf of the KSEB Limited by an order in writing under the hand of the Chief Engineer (SCM), 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 costs, 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 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 the purchase made else where 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 Thiruvananthapuram City.
- (b) In case, where the supplier 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 or 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 Limited towards damages be recovered from the defaulting bidder.

All 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.

25) Guarantee:- The SBM shall have onsite warranty for 5 (Five) years and continued extended warranty for two years for all the items from the date of acceptance by the consignee.

26) Penalty for delayed supply:- If the delivery schedule as per this order is not maintained, penalty at the rate of one percent for every month of delay on all inclusive rate minus taxes and duties (i.e., Basic price + Freight & Insurance) subject to a maximum of ten percent will be levied on the materials supplied belatedly. In case the materials are offered within the delivery schedule mentioned under Cl.No.3 of this purchase order the same will be accepted by the consignee without imposing penalty if they are delivered within 15 days of issue of despatch clearance. This is not applicable for price refixation. Price refixation will be made as per Clause-26 of this purchase order.

Penalty is applicable for belated replacement of materials rejected also as stated above.

If any failure is noticed on or after erection/ commissioning of the material and within the guarantee period, the item shall be replaced/ repair within a week of intimation of such failure falling which penalty @ 0.5% of the cost of the item/ week subject to a maximum limit of 5% will be levied. If the rejected materials are not lifted from the site/store within 15 days on receipt of the intimation of rejection by the consignee, the supplier shall be liable to pay ground rent @0.1% of the value of rejected materials for every day of delay.

In the event of non supply of the total quantity before due date, KSEB Limited 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 KSEB Limited accepts belated supply after completion period of contract this will be regulated as per Clause-26 (Price refixation) of instruction to suppliers appended herewith.

26) Packing and Despatch:- The materials shall be suitably packed in order to avoid damages or disturbance during transit or handling. The packing case may be marked to indicate the fragile nature of the contents. The following information shall be furnished with the consignment.

- a. Name of Consignee
- b. Details of consignment
- c. Destination
- d. Total number of consignment
- e. Sign showing upper/lower side of the crate
- f. Sign showing the fragility of the material
- g. Bill of material indicating the contents of each package

The packages should be marked 'CE(SCM)/KSEB/Spot Billing Machine/2016-17'

27) Branding:- The following identification details shall be marked on each SBM.

- 1) Serial no. (shall be unique).
- 2) P.O.No.SCM. /2019-20 dated/09/2019 of the Chief Engineer (SCM).
- 3) Warranty - 5 years.

- 4) Continued Extended warranty - 2 years
- 5) Name and Address of Supplier.
- 6) Contact no. of Service Personnel and Firm.

28) **Technical Particulars:-** One copy of technical literature and warranty certificate should be sent to Consignee along with each Spot Billing Machine.

29) **Price Refixation:-** The materials if any, supplied after the scheduled delivery period noted in the order (**Clause-8**) will be accepted only on condition that price of such materials will be refixed taking into consideration the rate of new tender/Purchase Order of such materials on the date of actual supply, the rate as per the contractual delivery period or at the basic price as per this order, whichever is lower. The Chief Engineer's(SCM) decision in refixing the price will be final. The price for additional quantity shall be refixed if a fall in price occurs in the next tender opened during the delivery schedule fixed for this additional quantity.

For applying price re fixation, the date of opening of price bids of the new tender shall be treated as the effective date. Re fixation shall be done on the basic prices only when there is a fall in price noticed in the basic price of the materials with same specifications supplied and accepted by the KSEB Limited on the subsequent Purchase Order.

30) **Additional Quantity:-** 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 KSEB Limited's refixation clause "the price for this additional quantity shall be re fixed 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 re fixed taking into consideration of the rate of new tender/ Purchase order of such material on the date of actual supply or basic price as per this order whichever is lower. The Chief Engineer, Corporate Office (SCM)'s decision in re-fixing the price will be final.

31) **Invoices:-** Invoice in triplicate in the name of Consignees should be drawn and forwarded to the consignees as shown in **Annexure-II**. 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.

32) **Bankers:-** Our Bankers are State Bank of India.

33) **Governing conditions:-** This order shall only be governed by the conditions stated herein and in the tender notification issued by the KSEB Limited. None of the conditions stated in your offer or in subsequent letters shall be deemed to be accepted unless specifically stated herein also.

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


Deputy Chief Engineer In Charge (SCM)

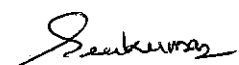
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Annexure I
GUARANTEED TECHNICAL PARTICULARS

Spot Billing Machine (SBM)			
1.	General information	Manufacturer/make	MICROFX
		Model Name	BTM-101/A
		Type	SPOT BILLING MACHINE
2.	Processor	Name	ATMEL ARM9
		Model Number	AT91 SAM9G25
		Clock Speed	400 Mhz
		32/64 bit processing	32 BIT
3.	Memory Flash	Make	SAMSUNG
		Size	256 MB
		Type	NAND FLASH
		Memory upgradeable	NIL
4.	Memory RAM	Make	SAMSUNG
		Size	128 MB
		Type	DDR2
		Memory upgradeable	256 MB
5.	SD Card	Make	SAN DISK/SAMSUNG
		Capacity (GB)	1 GB
		Type	MICROFX SD
		Memory upgradeable	32 GB
6.	Operating System	Name	LINUX 3.6.9
		Booting time	25 TO 40 SECONDS
7.	Real time clock	Type	INBUILT RTC
		Type of battery used for RTC	SEPARATE CR-2032
		Life of Battery	3 TO 5 YEARS
8.	Input/output ports	No of ports	5
		Port Details	USB H-1, USB D-1, UART-1, E.NET-1, SDIO-1
9.	Physical interface	Type of cables	ETHERNET, USB
		Length	1 METERS
10.	Key Board	Type of Key board	ELASTROMRIC KEYS (RUBBER KEYS)
		No of keys	30
		Operational Life	3 MILLION OPERATIONS
		Key press acknowledge	AUDIO BEEP
11.	Display	Type of display	DOT MATRIX
		Size	70X40 MM VIEW AREA
		Resolution	128X64
		Back-lit	YES
		Brightness & Contrast control	YES
12.	Physical Characteristics	Details of data to be displayed	GRAPHICAL IMG, CHARACTER, M.LINGUAL
		Size (LxHxD) in mm	230 X 40 X 83
		Weight	390 GRAMS
		Ruggedness	VERY RUGGED
13.	Printer	Size	2 INCH
		Type of Printer	THERMAL
		Paper holding capacity	40mm DIA, 57 mm WIDTH
14.	Operating condition	Operating temperature range	0-55 C
		Humidity	0-90
15.	Power Supply	Type of Battery	LITHIUM ION
		Capacity (mAh)	2200 mAh
		Auto power saving feature	YES
		Data Retention period	10 YEARS
		Indicator of battery condition	YES
		Provision for trickle charging	AUTO CHARGE TERMINATION
		Adapter for charger	2.2A, 9.5 V
15.	Safety	Shock proof	YES
		Fire proof	NO
		Water/Dust proof	NOT WATER PROOF
16.	Enclosure	Degree of protection	IP-5X
		Material	ABS + POLY CARBONATE
17.	URL (web site) of the Manufacturer		www.microfx.co.in

ANNEXURE - II
List of Consignee Offices and items to be supplied

Sl No.	Name of Consignee	Quantity in Nos
1	Assistant Executive Engineer, Sub Regional Store Thiruvananthapuram Urban	129
2	Assistant Executive Engineer, Sub Regional Store Thiruvananthapuram Rural Kattakada	16
3	Assistant Executive Engineer, Sub Regional Store Kollam	93
4	Assistant Executive Engineer, Sub Regional Store Kottarakkara	13
5	Assistant Executive Engineer, Sub Regional Store Pathanamthitta	24
6	Assistant Executive Engineer, Sub Regional Store Kottayam	44
7	Assistant Executive Engineer, Sub Regional Store Alappuzha	77
8	Assistant Executive Engineer, Sub Regional Store Haripad	21
9	Assistant Executive Engineer, Sub Regional Store Ernakulam	70
10	Assistant Executive Engineer, Sub Regional Store Perumbavoor	21
11	Assistant Executive Engineer, Sub Regional Store Irinjalakkuda	27
12	Assistant Executive Engineer, Sub Regional Store Thrissur	110
13	Assistant Executive Engineer, Sub Regional Store Thodupuzha	21
14	Assistant Executive Engineer, Sub Regional Store Manjeri	29
15	Assistant Executive Engineer, Sub Regional Store Tirur	31
16	Assistant Executive Engineer, Sub Regional Store Vadakara	54
17	Assistant Executive Engineer, Sub Regional Store Kozhikode	54
18	Assistant Executive Engineer, Sub Regional Store Sreekandapuram	47
19	Assistant Executive Engineer, Sub Regional Store Kannur	82
20	Assistant Executive Engineer, Sub Regional Store Palakkad	60
21	Assistant Executive Engineer, Sub Regional Store Shornur	24
22	Assistant Executive Engineer, Sub Regional Store Kasargode	65
23	Chief Engineer (IT, CR& CAPs), Vydyuthi Bhavanam, Thiruvananthapuram (Spare)	7
TOTAL		1119


Deputy Chief Engineer In Charge (SCM)

Annexure - III
FORM OF AGREEMENT

Articles of Agreement made theday
of.....Between Sri..... Chief Engineer
(SCM), Kerala State Electricity Board Limited, Thiruvananthapuram acting for/on behalf of the Kerala
State Electricity Board Ltd herein after called the "KSEB Ltd" of the one part and
Srl.....
..... of.....
.....and.....Company
Limited incorporated under the
.....and having its registered Office at
..... (herein after called the Contractor) of the other part.

WHEREAS the Contractor has tendered for the supply of articles for the use of KSEB Ltd as per
Tender notification No. ELE.....Dated.....

And WHEREAS KSEB Ltd 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 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 Ltd.

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 Ltd, but may at the discretion of the KSEB Ltd 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 Ltd 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..... 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 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 KSEB Ltd, KSEBL 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 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 KSEB Ltd (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 Ltd 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 KSEBL under and by virtue of this contract it shall be lawful for the KSEB Ltd from and out of any moneys for the time being payable or owing to the contractor from the KSEB Ltd under or by virtue of this contract or otherwise to pay and reimburse to the KSEB Ltd 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 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 this 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 by Cheques on the SBI or its subsidiaries in due course:
7. The contractor shall not assign or make over the contract or the benefits or burdens there of or any part there of 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 KSEB Ltd. 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 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 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 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), KSEB Ltd. to the Contractor, be determined and the Chief Engineer, 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 contractor shall be without any prejudice to any right or remedy of the KSEB Ltd against the Contractor or his sureties in respect of any breach of contract Committed by the Contractor.
9. All expenses and damages caused to KSEBL 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 Ltd and may be recovered from him.

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 Ltd and the Contractor, the KSEB Ltd 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 KSEB Ltd 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 Days/months from the date of delivery of the said goods/stores/articles to KSEBL and that notwithstanding the fact that the KSEB Ltd (Inspector) may have inspected and/or approved the said goods/stores/articles, 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 KSEBL in that behalf will be final and conclusive KSEBL will be entitled to reject the said good/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 Ltd. Otherwise the Contractor/Seller shall pay to the KSEB Ltd 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 Ltd in that behalf under this contract or otherwise.

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 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 KSEB Ltd shall thereby together with such sums as may be fixed by the KSEB Ltd towards damages the recovered from the defaulting, tenderer.
14. Even in cases where no alternate purchase 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.
15. 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.

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), acting for and on behalf of the Kerala State Electricity Board Ltd..

In the presence of :

Witness 1.

2.

Signed sealed and delivered by

..... Contractor)

In the presence of:-

Witness:- 1

2.

Annexure - IV
GUARANTEE BOND
(To be used by approved Scheduled Bank)

e-Tender / Purchase Order Number:

Name of Item :

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 _____ and _____ for _____ (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)

1. 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)/supplier(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 thereunder and the contractor(s)/supplier(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)/Supplier(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.

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

ANNEXURE- V
System Maintenance of Spot Billing Machines

Location:

Name of Item:

Item Code:

Month:

Call No	Complaint	Booking Date & Time	Attended Date & Time	Repaired Date & Time	Diagnosis and Components Replaced	Down Time in Hours	Penalty in Rs.
Total							

KSEB Limited Engineer

Name :
Designation

Supplier's Engineer

Name :
Organisation

Note:-

- If there is no down time for a particular month that may be mentioned in the register.
- Separate Sheet may be maintained for each SBM.